

STATE OF ALABAMA

Shelby
COUNTY.

This instrument prepared by

First Bank of Childersburg
Vincent Branch
P.O. Box K
Vincent, AL 35178

THIS INDENTURE, Made and entered into on this, the 7th day of February 19 97 by and between

Joe Partridge and Tammy Partridge (a married couple) homestead

hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation

hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Joe Partridge and Tammy Partridge

are

justly indebted to the Mortgagee in the sum of Five Thousand Two Hundred Eleven and 43/100-

(\$5211.43) which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 6054.84, including principal and interest and said sum payable as follows: 36 equal, consecutive, monthly installments of 168.19 each, commencing on the 9th day of March, 19 97, and continuing on the 9th day of each month thereafter until the 9th day of Feb. 2000, when the final payment of 168.19 shall be due and payable.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

For a point of beginning, commence at the Southwest corner of the NE 1/4 of Section 34, Township 18 South, Range 2 East, Shelby County, Alabama, said point being in the southwest corner of herein described parcel of land; thence proceed North along the West boundary of said Northeast one-fourth a distance of 30 feet to the point of beginning of herein described parcel of land, said point being on the North boundary of a 30 foot road easement; thence continue North along said course a distance of 1043.55 feet to a point; thence turn 90 deg. 42 min. 09 sec. right and proceed East a distance of 208.71 feet; thence turn 89 deg. 17 min. 51 sec. right and proceed South parallel to the West boundary of said NE 1/4 a distance of 1043.55 feet to a point on the North boundary of said 30 ft. road easement; thence turn 90 deg. 42 min. 09 sec. right and proceed West along the North boundary of said 30 ft. easement and being parallel to the South boundary of said NE 1/4 a distance of 208.71 feet to the point of beginning of herein described parcel of land. Containing 5 acres. The above described property is located in the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 East, Shelby County, Alabama.

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10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple. And the Mortgagee does hereby covenant with the Mortgagee that the Mortgagee is lawfully seized in fee of said premises; that the Mortgagee has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagee warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagee shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagee should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County. In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagee in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagee, or the Mortgagee's heirs or assigns. The Mortgagee covenants that the Mortgagee will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagee will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagee will protect said premises from waste and keep the same in good condition and repair, and in case of the failure of the Mortgagee to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided. Mortgagee agrees and stipulates that as against the collection of this said indebtedness the said Mortgagee does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagee has hereto set the Mortgagee's hand and seal, on this, the day and year herein first above written.

(L.S.) *Joe Rutledge*
(L.S.) *Jameson Rutledge*

STATE OF ALABAMA, }
SHELBY COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that
..... Joe Partridge and Tammy Partridge (married couple) homestead
whose names are signed to the foregoing conveyance, and who are known to me (or made known
to me) acknowledged before me on this day that, being informed of the contents of the conveyance, have
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 7th day of February 19 97 .

J. J. M. Buir
Notary Public

MY COMMISSION EXPIRES AUGUST 10, 1998

STATE OF ALABAMA }
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the day
of , 19 , came before me the within named
known to me (or made known to me) to be the wife of the within named,
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged
that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the day of , 19

.....
Notary Public

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