ATE OF ALABAM	A)					
OUNTY OF Tall	.adega					ī
THIS MORTO	AGE, made and ente	red into this 18th	day of	December	1998	by and between
Theo	lphus Perkir	ns and wife, Wi	llie Fran	ces Perkins		
(hereinalter referred	to as "Mortgagor," wh	ether one or more), and Co	osa Pines Federal	Credit Union, Coose Pines, Al	abama 35044 (hereinalier n	sterred to as "Mongages")
			WITNES	SETH:		
WHEREAS, th	ne seid Morigagor la j	ustly indebted to Mortgage	se in the sum of _			
Thirty Eig	ht Thousand	Four Hundred D	Collars an	d NO/100		
(\$ 38,400.0		as evidenced by a Promi	ssory Note of eve	n date herewith which beers	interest as provided thereir	n which is payable in accor
renewals thereof, or of such debt, include tained, the Mor	r of any part thereof, ar jing any extensions an toagor does herei	nd any additional interest th d renewals and interest du by grant, bargain, se	et may become d e thereon, is here ill and corrvey	ent of the debt evidenced by ue on any such extensions an inetter collectively called "Det unto the Mortgagee, inatter called "Reel Estate").	nd renewes, or any part the of ') and compliance with all the following describe	the sepulations herein con-
See Exhibi	it "Ä" attaci	ned hereto and	made a pa	rt hereof by thi	is reference.	

Inst # 1998-50959

12/22/1998-50959

09:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 CRH 14.50

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be doniveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mongages, its successors and assigns forever. The Mongagor covenants with the Mongages that the Mongagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances except the lien of current ad valorem taxes, and the Montgagor will warrant and forever defend the title to the Real Estate unto the Montgages, against the lawful claims of all persons, except as otherwise herein provided

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other tiens taking phorely over this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate and if default is made in the payment of the Liens, or any part thereof the Mortgagee, at its option, may pay the seme; (2) keep the Real Estate continuously insured, in such manner and in such companies as may be satisfactory to the Mor gagee, against loss by fire, vandatism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements. with loss, if any, payable to the Mortgages, as its interest may appear; such insurance to be in an amount sufficient to cover the debt. The original insurance policy lark? all replacements therefor, shall be delivered to end held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled without the incurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgages, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in effect which insures Said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgager fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire digit due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided, and, regardless of whether the Mortgages declares the entire debt due and payable, the mortgages may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgages may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or at the election of the Mortgagee, such proceeds may be used in repaining or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liene shall become a debt due by the Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgages until paid at the then current junior mortgage. rate at said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgages, the following described property rights: claims, rents: profits, issues and revenues.

- 1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues
- 2. All judgments, awards of demages and settlements hereafter made resulting from condemnation proceedings or the talking of the Real Estate, or any part thereof, or to any rights appurtment thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgages. The Mortgages is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, appeal from, any such judgments or awards. The Mortgages may apply all such sums received, or any part thereof, after the payment of all the Mortgages's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorney's fees, on the debt in such manner as the Mortgages elects, or, at the Mortgages's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or of the Promissory Note conflict with applicable iew, such conflict shall not affect any other provisions of this Mortgage and the Promissory Note are severable and that, if any one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any restion be held to be invalid, litigal, or unenforceable in any respect, such invalid, illegal or unenforceable provision has never been contained herein.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

If all or any part of the Real Estate or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the prestor of a lien or encumbrance subordnate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) the transfer by device, descent or by operation of law upon the death of a joint tenent or (d) the grant of any lessehold interest of three years or less not containing an option to purchase, Mortgages willy, at Mortgages's option, declare at of the sums secured by this Mortgage to be immediately due and payable. Mortgages shall have waived such option to accelerate it, prior to the sale or transfer, Mortgages and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgages and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgages shall request

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument aigned by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives

After default on the part of the Mortgagor, the Mortgagee, upon tall fled or other proper legal proceedings being commenced for the foreclosure of this mortgage shall be entitled to the appointment by any competent court, without notice to any part, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary

UPON CONDITION, HOWEVER, that if the Mortgagor pays the debt (which debt includes the indebtedness evidenced by the Promissory Note hereinabove reter red to and any or all extensions and renewals thereof and any interest due on such extensions and renewals) and all other indebtedness secured hereby and reimburses. the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of Mortgagor's obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves talse in any material respect (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage, (3) default is made in the payment to the Mortgages of any sum paid by the Mortgages under the authority of any provision of this mortgage; (4) the debt, or any part thereof, remains unpaid at maturity. (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance, (6) any statement of lien is filed against the Real Estate or any part thereof, under the statutes of Alabama relating to the lians of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the tien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt or permitting or authorizing the deduction of any such tax from the principal or interest of the debt, or by virtue of which any tax lien or assessment upon the Real Estate shall be chargeable. against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction. (9) Mor tgagor or any of them (a) shall apply for or consent to the appointment of receiver, truetee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets. (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy. (c) fail, or admit in writing such Mortgagor's inability, generally to pay such Mortgagor's debts as they come due. (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an answer seeking reorganization or an answer seeking reorganization or an rangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of or consent to, or default in answering a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings, or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorgalization of the Mortgagor, or any of them, if more than one, or appointing a receiver invisied or liquidator of any Mortgagor or of the Real Estate or of all or a substanted part of the assets of any Mortgagor; then, upon the happening of any one or more of said events at the option of the Mortgages, the unpaid balance of the debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be to reclosed as now provided by law in case of past-due mortgages; and the Mortgages shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Pleat Estate is located, to sell the Real Estate in front of the counthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows. First, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's feel second to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums. Liens or other encumbrances, with an terest thereon, third, to the payment in full of the balance of the debt and interest thereon, whether the same shall or shall not have fully matured at the date of said sale. but no interest shall be collected beyond the day of sale and any unearned interest shall be credited to the Mortgagor; and fourth, the balance, if any to be paid to party or parties appearing of record to the owner of the Real Estate at the time of sale, effer deducting the cost of accertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the forectosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgages may elect. The Mortgagor agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such tien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Morigagee shall be a part of the debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money and the event of a sale hereunder, the Mortgagee, or the owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mor tgagor a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned land every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed	- 9° 10
·	healphus Perkins Milie Hances Archer's (SEAL)
W	illie Frances Perkins(SEAL)
	(SEAL
	
<u>AÇKNO</u>	WLEDGEMENT .
STATE OF ALABAMA)	
COUNTY OF Talladega	
I, the undersigned authority, a Notary Public, in and for said County in	said State, hereby certify that
Theolphus Perkins and wife, Willie whose name(s) % (are) signed to the toragoing instrument, and who signed to said instrument, _t. he/ executed the same voluntarity on the day of s	nown to me, actinowledged before me on this day that, being informed of the contents of
Given under my hand and official seal this <u>18th</u> day of <u>Decen</u>	
NO NO	J. Bradley Proctor

Proctor and Vaughn

Post Office Box 2129

Sylacauga, Al 35150

THIS INSTRUMENT PREPARED BY:

Name

Address

EXHIBIT "A"

A tract of land situated in the NW ¼ of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of Section 34, Township 19 South, Range 2 East, thence run East along the North line of said Section for 725.40 feet to the point of beginning of the herein described property; thence continue along the last described course for 572.46 feet to a point in the centerline of Church Street (Shelby County Highway #497 30 foot R.O.W.); thence turn right 91 degrees 08 minutes 09 seconds and run Southerly along the centerline of Church Street for 312.25 feet; thence turn left 7 degrees 00 minutes and continue Southerly along the centerline of said Church Street for 104.61 feet; thence turn right 9 degrees 59 minutes 14 seconds and continue Southerly along the centerline of said Street for 105.11 feet; thence turn left 94 degrees 27 minutes 14 seconds and run Easterly for 236.95 feet; thence turn left 92 degrees 02 minutes and run Northerly for 314.61 feet; thence turn right 3 degrees 30 minutes and run Northerly for 205.42 feet to a point of the North boundary of the aforementioned Section 34; thence turn right 88 degrees 51 minutes 51 seconds and run Easterly along said North line for 1096.62 feet to the NE corner of the NE 1/4 of the NW 1/4 of said Section 34; thence turn right 89 degrees 46 minutes 31 seconds and run Southerly along the East boundary of said NE ¼ of the NW 1/4 for 1152.08 feet; thence turn right 111 degrees 19 minutes 58 seconds and run Northwesterly for 224.81 feet; thence turn left 111 degrees 24 minutes and run Southerly for 173.99 feet to a point in the centerline of Kelly Hill Circle (30 foot R.O.W.); thence turn 18 degrees 59 minutes 30 seconds and run Southwesterly along the centerline of said Kelly Hill Circle for 116.77 feet to a point of intersection with the centerline of Kelly Hill Road (Shelby County Highway #472 a 40 foot R.O.W.); thence turn right 92 degrees 49 minutes 55 seconds and run Northwesterly along said centerline for 206.32 feet; thence continue Northwesterly along the centerline of said road with the following courses; thence turn right 00 degrees 13 minutes for 311.70 feet; thence turn left 12 degrees 06 minutes 38 seconds for 323.82 feet; thence turn right 4 degrees 42 minutes 23 seconds for 281.77 feet; thence turn right 3 degrees 04 minutes 50 seconds for 307.00 feet; thence turn left 8 degrees 33 minutes 55 seconds for 103.70 feet; thence turn left 12 degrees 55 minutes 30 seconds for 183.64 feet; thence turn right 94 degrees 03 minutes 40 seconds and leaving the centerline of said Kelly Hill Road and run North for 945.59 feet to the point of beginning.

SIGNED FOR IDENTIFICATION:

Theolphus Perkins

Willie Frances Perkins

45.1460

Inst # 1998-58959

12/22/1998-50959 09:48 AM CENTERS OF PROME

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