

**State of Alabama,  
Shelby County.**

**This instrument prepared by:**

**THIS INDENTURE, Made and entered into on this, the 22 day of December , 1998 by and between:**

**Randall L. Real, a married man, and wife, Jennifer Real, a married woman**

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

**WITNESSETH: That, WHEREAS, the said Randall L. Real, and wife, Jennifer Real**

**Justly indebted to the Mortgagee in the sum of Eight Hundred Thousand and no/100 Dollars (\$800,000.00) \*\*\*\*\***

**Which is evidenced as follows, to-wit: by a promissory note of even date payable according to its terms.**

**NOW, THEREFORE, IN CONSIDERSTION of said indebtedness and any othr 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:**

**See attached schedule "A"**

**Subject to easements, restrictions and rights-of-way, if any, of record, and ad valorem taxes for the current year.**

**Mineral and mining rights excepted.**

**The proceeds of this loan have been applied to the purchase price of the property described herin conveyed to Mortgagors simultaneously herewith.**

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004 CRH 1216.00**

**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 Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor 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 Mortgagor 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 Mortgagor 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 case of default shall not operate as a waiver of the right 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 Mortgagor 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 Mortgagor, or the Mortgagor's heirs or assigns.

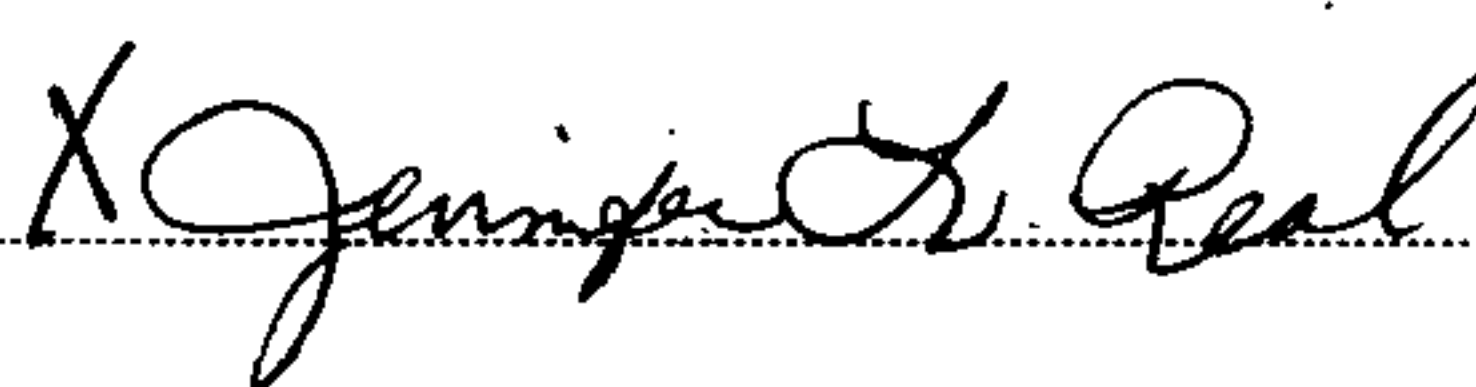
The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not 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 Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor 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.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor 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 Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

X 

(L.S.)

X 

(L.S.)

(L.S.)

(L.S.)

# First Bank of Childersburg

P.O. DRAWER 329

CHILDERSBURG, ALABAMA 35044

RR  
JR

## SCHEDULE A

STATE OF ALABAMA  
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a concrete monument in place accepted as the Northeast corner of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00° 00' 03" East along the East boundary of said section for a distance of 1302.98 feet to a 1/2" rebar in place; thence proceed North 88° 17' 09" West along the South boundary of the Northeast one-fourth of the Northeast one-fourth for a distance of 647.72 feet to a 1/2" rebar in place being the point of beginning. From this beginning point continue North 88° 17' 09" West along the South boundary of the Northeast one-fourth of the Northeast one-fourth for a distance of 531.27 feet to a 1/2" rebar in place; thence proceed North 00° 00' 22" West for a distance of 416.19 feet; thence proceed South 44° 21' 24" West for a distance of 211.50 feet to a 1/2" rebar in place; thence proceed North 00° 18' 29" East for a distance of 453.10 feet; thence proceed South 88° 17' 09" East for a distance of 682.17 feet; thence proceed South 00° 18' 29" West for a distance of 713.47 feet to the point of beginning.

The above described land is located on the Northeast one-fourth of the Northeast one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, and contains 10.0 acres.

I further certify that the building now erected on said lot is within the boundaries of same, except as shown above, that there are no encroachments by buildings on adjoining property, except as shown above, that there are no right-of-ways, easements or joint driveways over or across said lot visible on the surface, except as shown above, that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports, therefor, including poles, anchors or guy wires over or across said premises, except as shown above, and that the correct address is \_\_\_\_\_.

According to my survey this the 16<sup>th</sup> day of April, 1998.



James M. Ray, Ala. Reg. No. 18383

Ray and Gilliland, P. C., Ala. Board Cert. No. CA-0114-LS

RAY & GILLILAND, P.C.	
103 E FORT WILLIAMS ST. P.O. BOX 1183 SYLACAUGA, ALABAMA 35150	TEL NO. (205) 661-1183 FAX NO. (205) 661-1184 FILE: RR1
DRAWN BY: JIM RAY	SCALE: 1"=30'
	DATE:



STATE OF ALABAMA,  
COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that .....

RANDALL L. REAL AND JENNIFER REAL

whose name 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 11 day of JANUARY 19 99.

Robert Andrew Shoemaker  
Notary Public

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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