

STATE OF ALABAMA }
Shelby COUNTY. }

This instrument prepared by: Jennifer Lowery
First Bank of Childersburg
P.O. Box 329
Childersburg, AL 35044

THIS INDENTURE, Made and entered into on this, the 17th day of November, 2000 by and between
Gary L. Dimon and Wanda J. Dimon, Husband and wife
hereinafter called Mortgagor (whether singular or plural); and **First Bank of Childersburg**, a banking corporation
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Gary L. Dimon and Wanda J. Dimon
justly indebted to the Mortgagee in the sum of Fourty-One Thousand One Hundred Ninty-Six
and 80/10080/100 (\$41,196.80) which is evidenced as follows, to-wit:

Promissory note or notes, and any renewals or extensions thereof, being
and payable in accordance with the term of said note or notes

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:

See Attached Exhibit "A"

Inst # 2000-43016

12/14/2000-43016
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMB 84.80

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.

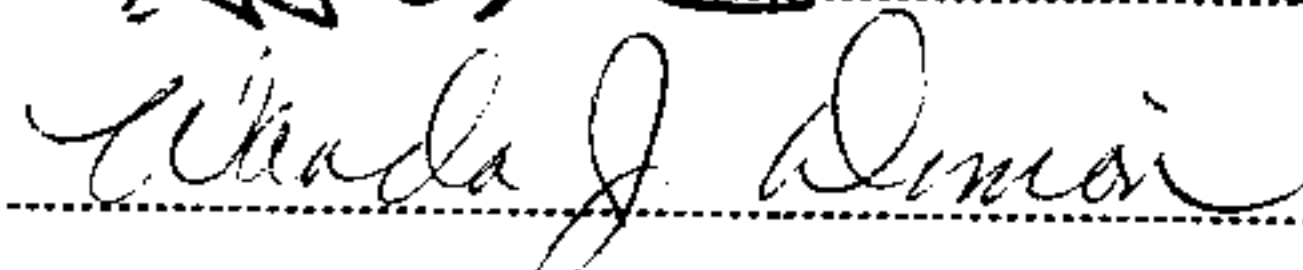
IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.)



(L.S.)

(L.S.)



(L.S.)

Shelby
Before me, the undersigned Notary Public in and for said County and State, personally appeared the undersigned who, being by me first duly sworn deposes and says as follows:

Gary L. Dimon or Wanda J. Dimon

The undersigned is the owner of the following described property located in Shelby County, Alabama; (use reverse side if necessary)

The undersigned recently had constructed the following improvements and repairs upon said property:
Brief description of improvements, etc. Construction

Total Costs \$ 100,000.00

These improvements and repairs have been fully completed. All bills for labor and material in connection therewith have been paid in full, except as noted below. Following is a list of the parties with whom contracts were had for labor or materials going into said improvements or repairs, together with the nature of same, the amount, and showing whether paid.

NAME OF PARTY WITH WHOM CONTRACT HAD	NATURE OF WORK OR MATERIALS	AMOUNT OF BILL	SHOW IF PAID (Yes) or (No) YES
<u>All</u>			

(Use reverse side, if necessary)

This affidavit is made for the purpose of inducing the COMMONWEALTH LAND TITLE INSURANCE COMPANY to issue its title insurance policy covering mortgage on the above described property, executed or to be executed to First Bank of Childersburg; and also to induce the purchaser to complete the purchase of said property and pay over the cash payment to or for the benefit of the owner.

[Signature]
Gary and Wanda Dimon
Owner for past 6 months or more

Sworn to and subscribed before me this 20th day of November, 192000

[Signature]
Notary Public

(Following to be signed by General Contractor)

The undersigned contractor hereby certifies that the above statement as to the payment of bills is correct, that all amounts owed on the construction contract have been paid in full, and waiver is hereby made of any and all liens that the undersigned may have or may have had in connection with the construction of said improvements.

WITNESS:

NOTICE: IT IS IMPORTANT THAT THIS FORM BE FULLY AND ACCURATELY COMPLETED.

STATE OF ALABAMA, }
Shelby COUNTY }

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

..... Gary L. and Wanda Dimon

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 17th day of November, 2000 19


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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SHELBY COUNTY JUDGE OF PROBATE
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005 MMB

WJ 12
11/20/00

250 11-20-00

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby _____ County, Alabama to wit:

Commence at the SE Corner of Section 24, Township 19 South, Range 1 East. Thence run north along said section line a distance of 571.14 feet to the point of beginning; Thence continue along last described course a distance of 350.00 feet; Thence turn an angle of 90 deg. 00 min. 00 sec. left and run a distance of 247.37 feet; Thence turn an angle of 90 deg. 00 min. 00 sec. left and run a distance of 350.00 feet; Thence turn an angle of 90 deg. 00 min. 00 sec. left and run a distance of 247.37 feet to the point of beginning, containing 2.00 acres, more or less; Property is subject to any and all agreements, easements, restrictions, and/or limitations of probated record and/or applicable law.

There is also a 30 foot easement for the purpose of ingress, egress, and utilities being described as follows:
Commence at the SE Corner of Section 24, Township 19 South, Range 1 East, Thence run north along said section line a distance of 921.14 feet to the point of beginning; Thence continue along last described course a distance of 559.89 feet; Thence turn an angle of 103 deg. 39 min. 02 sec. left and run a distance of 30.87 feet; Thence turn an angle of 76 deg. 20 min. 58 sec. left and run a distance of 552.60 feet; Thence turn an angle of 90 deg. 00 min. 00 sec. left and run a distance of 30.00 feet to the point of beginning, begin the end of said easement.