

STATE OF ALABAMA  
TALLADEGA COUNTY

This instrument prepared by:  
Charles P. Gaines  
Gaines, Gaines & Rasco, P. C.  
127 E. North Street  
Talladega, Alabama, 35160

THIS INDENTURE, made and entered into on this the 12th day of September, 2006, by and between Ernest Eugene Curtis and wife, Sue C. Curtis, hereinafter called Mortgagors (whether singular or plural); and The First National Bank of Talladega, Alabama, hereinafter called the Mortgagee;

WITNESSETH: That, whereas, Ernest Eugene Curtis and Sue C. Curtis, is/are justly indebted to the Mortgagee in the principal sum of **Ninety-Four Thousand Four Hundred Twenty Four and 79/100 (\$94,424.79)** Dollars, which indebtedness is evidence by Mortgagors' or other debtor's note of even date herewith, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 12th day of September, 2011 ; EXCEPT HOWEVER, in the event, by Mortgagee's consent and agreement, the balance due and payable on said final payment date should be refinanced by adjustment of maturity date, interest rate or monthly payment amount, it is distinctly understood and agrees by the parties hereto that this mortgage will continue to secure such indebtedness until the balance thereof, with all interest thereon, has been fully paid in accordance with any agreements entered into between the parties before final payment of this indebtedness. The parties anticipate the possibility that the final payment or principal and interest, by subsequent adjustments, will be 20 years from date, which, for the present purpose of the parties hereto shall be considered the final maturity date for the purpose of the Statute of Limitations.

NOW, THEREFORE, to secure the prompt payment of the above indebtedness, and any other indebtedness now or hereafter owing by Mortgagor's to Mortgagee, whether or not related to the above mentioned note, without limitation as to amount, whenever advanced, and whenever due, before the full payment and satisfaction of record of this mortgage (all or any portion of which shall be included in any reference herein to (the indebtedness hereby secured), the Mortgagors do hereby grant, sell, and convey unto Mortgagee the following described property, located in **Talladega and Shelby** Counties, Alabama, (unless otherwise set forth), to-wit:

TRACT I:

A tract or parcel of land lying and being in Shelby County, Alabama, more particularly described as follows, to-wit:

Commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter, Section 15, Township 24 North, Range 15 East, thence run East along the South line of said quarter quarter section a distance of 316.97 feet; thence turn an angle of 89 degrees 40 minutes 39 seconds to the left and run a distance of 75 feet to the POINT OF BEGINNING; thence continue in the same direction a distance of 19.80 feet; thence turn an angle of 09 degrees 04 minutes to the left and run a distance of 288.68 feet to a point on the Southeast right-of-way of the Bay Springs Road; thence turn an angle of 51 degrees 36 minutes 16 seconds to the left and run along said road R/W a distance of 230.59 feet; thence turn an angle of 132 degrees 26 minutes 06 seconds to the left and run a distance of 97.19 feet; thence turn an angle of 91 degrees 25 minutes 31 seconds to the right and run a distance of 135.00 feet; thence turn an angle of 91 degrees 26 minutes 04 seconds to the left and run a distance of 105.53 feet to the point of beginning. Situated in the Northwest quarter of the Southwest quarter, Section 15, Township 24 North, Range 15 East, Shelby County, Alabama.

And also,

One 1978 All American Mobile Home 24x40 Serial #FH0675.

TRACT II:

That part of Lot 7, Block C of the Lakeview Subdivision, a plat of which is recorded in Plat Book 4, page 112 in the Probate Office of Talladega County, Alabama, lying East of a line running from the Southwest corner of Lot 6, Block C of said subdivision to the Northwest corner of Lot 8, Block C of said subdivision together with the North half of Lot 8, Block C of the Lakeview Subdivision, more particularly described as follows: Beginning at the Northwest corner of said Lot 8, thence Southerly along the West line of said lot a distance of 40.8 feet; thence Easterly parallel with the North line of said Lot a distance of 242 feet, more or less to a point on the East line of said lot; thence Northerly along the East line of said lot a distance of 47.5 feet to a point which is the Northeast corner of said lot; thence proceed Westerly along the North line of said lot a distance of 240 feet to the point of beginning.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple. Further, the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors are lawfully seized in fee of said premises; that the Mortgagors have a good right to sell and convey the same; that said premises are free from encumbrances; and that the Mortgagors warrant, and will forever defend, the title to said premises against the lawful claims and demands of all persons whomsoever.

THIS MORTGAGE is made, however, subject to the following covenants, conditions and agreements, that is to say:

1. This conveyance is upon the condition that, if the Mortgagors shall pay and discharge the indebtedness hereby secured as the same matures, and shall pay and discharge any other indebtedness or indebtedness now or hereafter owing to the Mortgagee by said mortgagors, whether or not related to the above mentioned note, without limitations as to amount, whenever advanced, and whenever due, (all or any portion of which shall be included in any reference herein to "the indebtedness hereby secured"), and shall in all things do and perform all other acts and agreements by Mortgagors herein agreed to be done, then, and in that event only, this mortgage shall be and become null and void.
2. It is understood between the Mortgagors and the Mortgagee that said Mortgagee may, in its discretion, make additional advances under and by virtue of the terms of this mortgage and to be secured by this mortgage; without limitation as to the provisions of Paragraph #1 hereinabove. Mortgagors further agree that if said Mortgagors should procure additional money or become indebted otherwise to the said

Recorded in MORT BK 1198 PG 618, 09/22/2006 10:20:40 AM  
Billy Atkinson, Probate Judge, Talladega County, AL

- Mortgagee, its successors or assigns, in excess of the principal amount herein stated before the payment hereof Mortgagors expressly agree that such debt shall be and the same is hereby a part of this mortgage debt with all the rights, power and authority as to the collection and foreclosure herein expressed.
3. Furthermore, if the said Mortgagors 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 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 courthouse 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.
  4. 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 Mortgagors 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 Mortgagors, or the Mortgagors' heirs or assigns.
  5. The Mortgagors covenant that the Mortgagors will pay all taxes and assessments which may lawfully levied against the premises, and will deposit receipts thereof with the Mortgagee, and that the Mortgagors 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 Mortgagors will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagors to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure to 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 is hereinabove provided.
  6. This mortgage shall become due and payable forthwith at the option of the Mortgagee if the Mortgagors shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.
  7. It is understood and agreed that in the event any payment is ten (10) days or more past due, a late charge of five percent (5%) of that payment may be charged, subject to a minimum late charge of fifty cents (\$.50).
  8. Mortgagors agree and stipulate that, as against the collection of the indebtedness hereby secured, the same Mortgagors do hereby waive all rights 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 Mortgagors have hereto set their hands and seals, on this the day and year herein first above written.

Ernest Eugene Curtis (L.S.)  
Ernest Eugene Curtis

Sue C. Curtis (L.S.)  
Sue C. Curtis

\_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

STATE OF ALABAMA

TALLADEGA COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that **Ernest Eugene Curtis and wife, Sue C. Curtis**, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 12<sup>th</sup> day of September, 2006.

Kristy M Hall  
Notary Public

My Commission Expires: 5/22/10

MORT 1198 619  
Recorded In Above Book and Page  
09/22/2006 10:20:40 AM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

Talladega County - 80%

Mortgage Tax 141.75  
Recording Fee 19.00  
TOTAL 160.75

Shelby County - 20%