

This Instrument Was Prepared By:
Name of Party **Marion Bank & Trust Co.**
Address **P. O. Box 510 Marion, Al 36756**

THE STATE OF ALABAMA
Perry County

THIS INDENTURE, made and entered into this the 10th day of **April, 2008**, by and between **Breck Jones and Theresa Jones**, hereinafter called the first party, and **MARION BANK AND TRUST COMPANY**, a corporation, Marion, Alabama, hereinafter called second party.

WITNESSETH: That, whereas, **Breck Jones and Theresa Jones, HUSBAND AND WIFE**, of the first party, is justly and lawfully indebted to the second party in the sum of **sixty two thousand four hundred seventy six dollars and 80/100-----(\$62,476.80)** DOLLARS, being money this day loaned by second party to the party, of the first part, which said indebtedness is evidenced by the following promissory waive notes signed by the party of the first part, of even date herewith, and payable to the order of second party at its principal place of business in Marion, Alabama, in the amounts and payable on the dates following:

To be repaid in 180 monthly installments @ \$588.23, the first to be due on or before May 10, 2008 and a like payment due each consecutive month until paid in full.

And whereas the first party is desirous of securing the prompt and faithful payment of said note (s) when due, as well as securing the prompt and faithful payment of any and all renewals and extensions of said notes and to secure any and all future advances that the second party may advance to the first party, before the payment in full of said mortgage indebtedness, and of securing the prompt and faithful performance of all and singular the covenants and agreements herein contained, by the first part to be kept and performed:

NOW THEREFORE, In consideration of the premises and of the sum of One Dollar, cash, in hand paid to first party by the second party, the receipt whereof is hereby acknowledged, first party does by this indenture grant, bargain, sell and convey unto second party the following property, situated, lying and being in **Shelby County**, Alabama, bounded and more particularly described as follows:

See attached Exhibit "A"

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto second party, and to the heirs, assigns and successors of second party, in fee simple forever.

And the said first party represents to and covenants with second party that first party is seized of a indefeasible estate in fee simple, in and to the above described property, and has a good right to sell or mortgage the same; that the said property is free of any and all liens, taxes and encumbrances whatsoever; and that first party will warrant and forever defend second party, and the heirs, assigns and successors of second party, in the quiet and peaceable possession of the same against the lawful claims or demands of any person or persons, whomsoever.

THIS CONVEYANCE IS MADE UPON THE FOLLOWING TERMS, STIPULATIONS AND CONDITIONS, NAMELY:

1. The first party agrees to pay all taxes and improvements assessments against the above described property within thirty days after the same become due, and an attorney's fee for examining the title to the above described property and for the preparation of this mortgage.
2. If an attorney is employed to foreclose this mortgage, or to enforce any of the provisions of this mortgage, either before or after court proceedings are commenced involving this property, or to collect this debt or any part thereof; for the purpose of defending the title to the above described property, or to obtain possession of the same after foreclosure; then, in either or all of such events, first party agrees to pay such reasonable attorney's fees, as may be incurred by second party, or the assigns of successors of second party, for such services, and the amount of such attorney's fees shall become a part of this mortgage debt and maybe secured hereby and these provisions shall apply to any proceeding in any state, bankruptcy or other court, as well as under the power of sale hereinafter set forth.
3. It is expressly understood and agreed between the parties hereto, the second party, or the heirs, assigns or successors of second party may bid at any sale held under the provisions of this mortgage, through court proceedings or otherwise, as fully and legally as if strangers to this instrument, and in the event of such purchase, the auctioneer crying the sale is hereby duly authorized and empowered to a deed to such purchaser conveying the legal and equitable title to said property, such deed to be made as agent or attorney in fact for first party.
4. The first party agrees to keep the building on the above described property insured in some responsible insurance company, for the amount of the principal debt hereby secured, or in such amount, if less, as the said buildings will bear with loss, if any, payable to second party, as the interest of second party, or assigns, may appear, under the New York Standard or Union loss clause, the Insurance when collected to be credited on the debt hereby secured or to be used in rebuilding the buildings destroyed, at the option of the second party; all policies to be delivered to the second party.
5. It is expressly understood and agreed between the parties hereto, that if first party shall fail to pay the taxes or improvement assessments as above provided, or fail to take out the Insurance as above stipulated, then in either event it is optional with second party to pay such taxes and take out such Insurance, and the amounts so expended by second party shall become a part of this mortgage debt and bear interest at the legal rate until paid.
6. This mortgage, in addition to the above described note(s), shall also secure the payment of any and all renewals and/or extensions of said note(s) and of any future advances hereafter made by second party to first party or other debts which may be due, owing or payable by first party, or either of them, to second party before the cancellation or foreclosure of this mortgage.
7. The first party agrees to properly care for said property and all improvements thereon and not commit waste, cut remove, or damage timber or improvements or allow waste to be committed or timber or improvements to be cut, removed, or damage. In the event this covenant is breached, first party agrees to pay all cost and expenses, including reasonable attorney's fees, incurred by second party in investigating such violation and in protecting this security.
8. It is agreed and understood that in the event the said first party should sell said property during the life of this mortgage, without first obtaining the written consent of the second party, the entire indebtedness then secured by this mortgage shall become immediately due and payable and in default, and the said second party is thereupon authorized and empowered to foreclose this mortgage under the powers contained herein and in the manner herein provided for.
9. Unless otherwise stipulated herein, the use of the singular shall include the plural and the use of the plural shall include the singular when referring to any of the parties set out in the mortgage.

If first party shall well and truly keep and perform all of the covenants, stipulations and agreements herein contained by first party to be kept and performed, and shall pay the above described notes, any and all renewals and/or extensions of said notes and all future advances and other debts owing the first party to second party when they respectfully mature, then this conveyance shall be null and void; but if first party shall fail to keep and perform any one of such covenants, stipulations and conditions or fail to pay anyone of the above described notes, or of any renewal and/or extensions of said notes or any part thereof or any future advances or other debt due and payable by first party to second party, when the same respectively mature, then in either one or all such events, second party has the right to declare the entire mortgage debt due and payable at once, and this mortgage shall be subject to foreclosure; and second party, or the assigns, agents or attorneys of second party are authorized and empowered to take possession of the above described property, and either with or without possession, to sell the above described property at public auction to the highest bidder for cash, within the legal hours or sale, after first giving notice of the time, place and terms of sale, such sale to be held in front of the Courthouse door, Shelby County, Alabama; Which notice shall be given by weekly insertion, once a week for three weeks before the day of sale, in any newspaper published in the county last named, and the proceeds of such sale shall be applied as follows:

- a. To the expense of advertising and conducting said sale, including a reasonable attorney's fee for any of the services rendered as herein above provided:
- b. To the payment of any debt other than the notes above described which may then be due or owing to second party by first party, with interest to the day of sale:
- c. To the payment of the above described notes or any renewals and/or extensions of said notes and any future advances with the interest thereon the day of sale:
- d. The surplus, if any, shall be paid to first party:

It is expressly understood and agreed between the parties hereto that any irregularity in giving the notice, or in conducting the sale as above provided, shall not affect the title of the purchaser at such sale, but any such irregularity is hereby expressly waived by the first party.

IN WITNESS WHEREOF, the first part signs and seals this instrument on the day and in the year first herein above written.

Witness:

Breck Jones (Seal)

Theresa Jones (Seal)

Theresa Jones (Seal)

THE STATE OF ALABAMA Perry County

I, **Abbey W. Green**, a Notary Public in and for said County, in said State, do hereby certify that **Breck Jones and Theresa Jones** whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of April, 2008

(SEAL)

Notary Public:

Abbey W. Green
Abbey W. Green
Notary Public, AL State at Large
My Comm. Expires Sept. 18, 2009

EXHIBIT "A"

A lot or parcel of land in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows: Commence at the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 24 North, Range 15 East; thence run East along the North line of said Quarter-Quarter a distance of 1261.37 feet, more or less, to a point on the Westerly margin of Alabama Highway No. 145; from said point turn an angle of 114 degrees 37 minutes to the right and run along the West right of way line of said Highway a distance of 192.86 feet to the point of beginning of the parcel herein described; from said point of beginning thus established continue Southerly along the West margin of said road a distance of 198.6 feet; thence turn an angle of 65 degrees 39 minutes 46 seconds to the right and run a distance of 440 feet to a point; thence turn an angle of 113 degrees 28 minutes 33 seconds to the right and run a distance of 190 feet to a point; from said point run thence Easterly along a line parallel with the North line of said Quarter-Quarter a distance of 445.87 feet to the point of beginning.

B. J.
S. J.