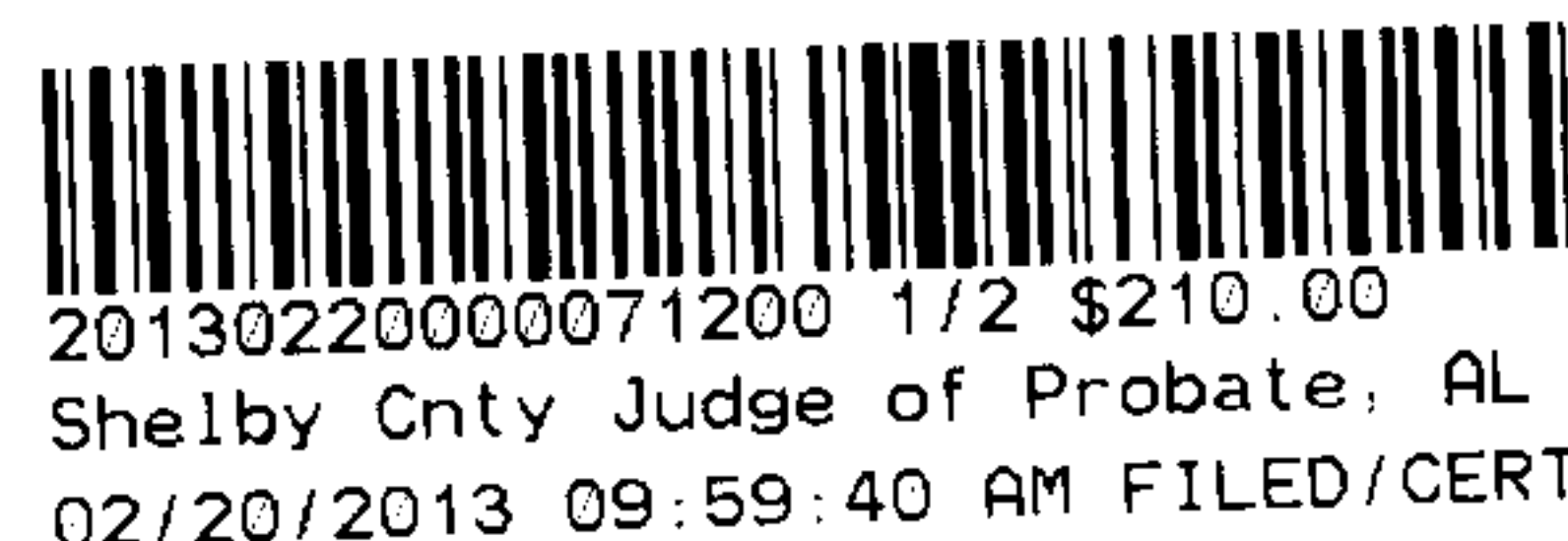


MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

THIS INDENTURE, Made and entered into on this, the 8th day of February, 2013 by and between **CLAUDE SLAUGHTER and wife, SARAH SLAUGHTER**, hereafter called Mortgagor, whether one or more; and **THE FIRST NATIONAL BANK OF TALLADEGA, a national banking association**, hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Mortgagor is justly indebted to the Mortgagee in the sum of **One Hundred Thirty Thousand and no/100 (\$130,000.00) Dollars** evidenced as follows, to-wit: One Promissory Note of even date in the amount of \$130,000.00 bearing interest as indicated on said Note; said Note being due and payable according to the terms as setout in said Note.

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, located in **Shelby County, Alabama**, to-wit:

Commence at the Northeast corner of Section 35, Township 19 South, Range 2 East; thence 673.95 feet Westerly along the North section line of said section; thence left 90 degrees 0 minutes 00 seconds 811.08 feet to the point of beginning; thence right 90 degrees 0 minutes 00 seconds 235.00 feet; thence left 90 degrees 0 minutes 00 seconds 375.00 feet; thence left 90 degrees 0 minutes 00 seconds 235.00 feet; thence left 90 degrees 0 minutes 00 seconds 375.00 feet to the point of beginning.

Also, a 20-foot easement for utilities and ingress and egress over the Grantor's remaining property. Said easement would run from Shelby County Highway #463 and will run 10 feet on both sides of the center line of an existing driveway. Said driveway runs in a Westerly and Southwesterly direction from said Highway #463 to the above-described property.

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 encumbrance; 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 front door of the Courthouse of **Shelby 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 therefore 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 is 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.

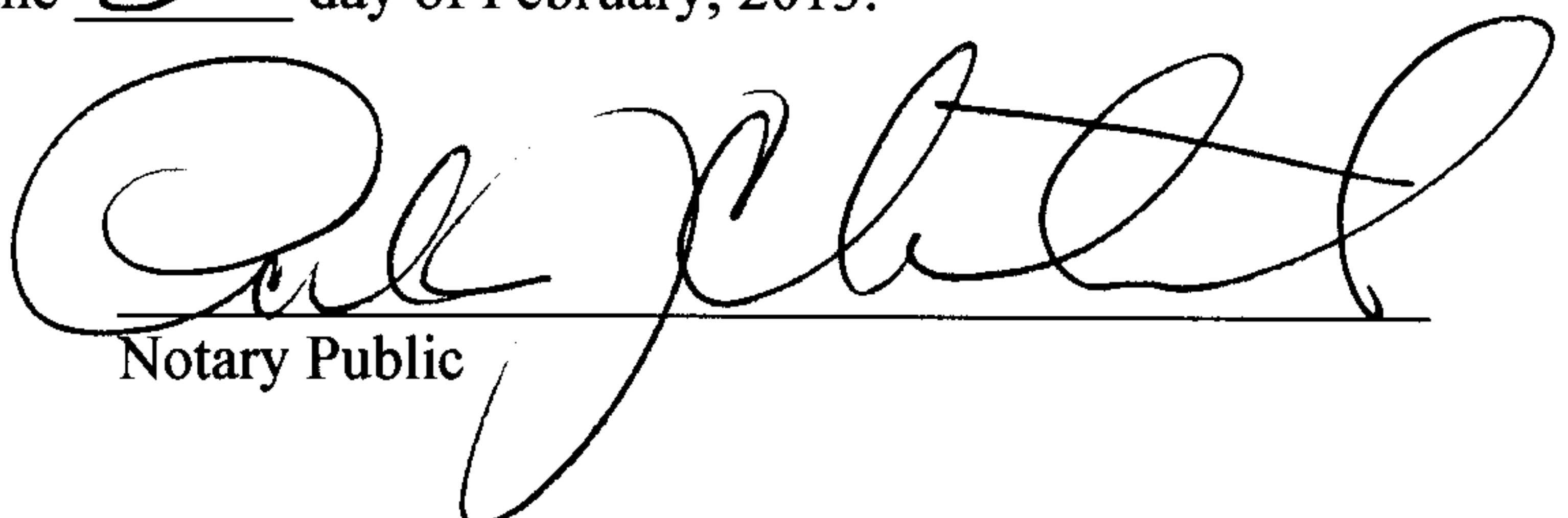
IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

 (L.S.)  (L.S.)
CLAUDE SLAUGHTER SARAH SLAUGHTER

STATE OF ALABAMA)
TALLADEGA COUNTY)


I, the undersigned authority, in and for said County, in said State, hereby certify that CLAUDE SLAUGHTER and wife, SARAH SLAUGHTER, 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 8th day of February, 2013.


Notary Public

THIS INSTRUMENT PREPARED BY:

J. N. Montgomery, Jr. for
STRINGER, MONTGOMERY & MONTGOMERY
Post Office Box 74
Talladega, Alabama 35161


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Shelby Cnty Judge of Probate, AL
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