

849

28-75

MORTGAGE DEED

The State of Alabama, Shelby

This instrument was filed by  
Central State Bank  
James E. Baker  
Calera, AL

This Deed of Mortgage, made and entered on this, the 18th day of October, 1980  
between Raymond Cardwell and wife, Myra Cardwell

the party of the first part, and Central State Bank, Calera, Alabama

, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the  
sum of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,500.00) plus int. from date at 14.50%  
DOLLARS,  
due by one (1) promissory note of this date, due and payable in 119 payments of  
\$245.36 each and 1 final payment of \$267.72, with the first of these being due and  
payable on November 18, 1980.



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Shelby Cnty Judge of Probate, AL  
10/21/1980 00:00:00 FILED/CERTIFIED

When due and any and every extension or renewal thereof,  
and being desirous of securing payment of the same, in consideration thereof, has granted, bargained,  
sold, and conveyed and by these presents do grant, bargain, sell and convey to the said party of  
the second part the real estate property hereinafter described — that is to say, situated in the  
County of Shelby in the State of Alabama, and more particularly known as

Parcel A: Starting at a point 420 feet West of the NE corner of the SE $\frac{1}{4}$  of  
SE $\frac{1}{4}$ , Section 34, Township 21, Range 4 West, running West 112 feet; thence  
South 270 feet; thence East 112 feet; thence North 270 feet to point of  
beginning.

Parcel B: Part of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 34, Township 21 South, Range 4 West,  
described as follows: Commencing at SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section and run  
West along South line 362 feet; thence North parallel to East line a distance of  
218 feet; thence West parallel to South line a distance of 34 feet to point of  
beginning; thence continue West 585 feet; thence North 836 feet; thence East  
585 feet; thence South 836 feet to point of beginning. Minerals and mining  
rights excepted to above property.

Said property located in SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 34, Township 21 South,  
Range 4 West, Shelby County, Alabama.

BOOK 406 PAGE 372



This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited.

It is understood and agreed by and between the parties hereto that should the party of the second part make any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured.

To Have and to Hold to the said party of the second part, -- its -- heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, -- its -- heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at -- Shelby County, -- Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and seals, the day and year above written.

Signed, Sealed and delivered in the presence of

Raymond C. Carlisle (L. S.)

Mina Candwell (L. S.)

(L. S.)

The State of Alabama, Shelby County

I, the undersigned authority, in and for said County hereby certify that Raymond Cardwell and wife, Myra Cardwell

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of October, 1980

*Jammi E. Culver*

Notary Public for the State of Alabama  
My Comm. Expires 12/31/82  
Bonded \$1,000.00

The State of Alabama, County

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Shelby Cnty Judge of Probate, AL  
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I, in and for said County

do hereby certify that on the day of 19, came before me the within named

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 Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this day of A.D., 19

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

WAS FILED

1980 OCT 21 AM 8:49

*Thomas P. Snowden, Jr.*  
JUDGE OF PROBATE

*Mtg. tax - 2325*

*Rec. 450*

*Int 100*

*2875-*