

The State of Alabama,

SHELBY

427

Central State Bank
James E. [unclear]
County

This Deed of Mortgage, made and entered on this, the 4th day of December, 1980, between J. W. Blackerby and wife, Lillian Blackerby

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 THREE THOUSAND NINE HUNDRED SIXTY THREE AND 84/100 (\$3,963.84) DOLLARS, due by one (1) promissory note of this date, due and payable in 47 monthly payments of \$83.00 each and 1 final payment of \$62.84, with the first of these being due and payable on January 5, 1981.

When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, have 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

A part of the SW¹/₄ of NW¹/₄ of Section 6, Township 21 South, Range 2 East, described as follows: Commencing at a point in the center of the railway track at the East end of a culvert, being the first culvert East of the Wilsonville Depot on the Southern Railway and run Easterly along the center of the Southern Railway track, a distance of 30 feet; run thence in a Northerly direction and perpendicular to the center line of the Southern Railway 50 feet to an iron stob; run thence in an Easterly direction and parallel with and 50 feet from the centerline of the Southern Railway 275 feet to point of beginning of the land herein described; thence in a Northerly direction and parallel with East line of lot formerly known as the Grist Mill lot, which is also the East line of the lot described in that certain deed from W. T. Taylor, Jr. and wife, Gertrude Taylor, to R.C. Foster and Roxie M. Foster, dated December 10, 1948, and recorded in Deed Book 136, Page 155, a distance of 272 feet to the North line of said Grist Mill lot; thence run in an Easterly direction along the North line of said Grist Mill lot 80 feet; thence run in a Southern direction and parallel with the West line of the lot being herein conveyed 272 feet to the North boundary line of the Southern Railway right of way; run thence in a Westerly direction along the Northern boundary line of said Railway right of way 80 feet to point of beginning. Subject to Easement to Town of Wilsonville, Alabama. Situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
12/10/1980 00:00:00 FILED/CERTIFIED

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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

Wm. Blackman (L. S.)

William B. Buckley (L. S.)

(L. S.)

The State of Alabama, _____ SHELBY _____ County

I, _____ the undersigned authority _____, in and for said County
hereby certify that J. W. Blackerby and wife, Lillian Blackerby

whose name ~~s~~ ^{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 4th day of December, 1980.

Janice E. Curbish
Notary Public, State of Alabama

My Commission Expires July 13, 1982

Bonded by _____ Security Company

The State of Alabama, _____ County

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
INSTRUMENT WAS FILED

1980 DEC 10 AM 9:06

John A. Brundage, Jr.
JUDGE OF PROBATE

mtg. 6.00
Rec. 4.50
Ind. 1.00
11.50

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Shelby Cnty Judge of Probate, AL
12/10/1980 00:00:00 FILED/CERTIFIED