

Shelby County
Calera, Ala

The State of Alabama, SHELBY

This Deed of Mortgage, made and entered on this, the 19th day of February, 1981
between Clarence B. Simmons and wife, Evelyn Simmons

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 THIRTY THOUSAND TWENTY SEVEN AND NO/100 (\$30,027.00) DOLLARS,
due by one (1) promissory note of this date, due and payable in 99 monthly payments
of \$301.00 each and 1 final payment of \$228.00, with the first of these being
due and payable on April 10, 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 _____

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SEE ATTACHED EXHIBIT "A" and EXHIBIT "B"



19810225000021340 Pg 1/6 .00
Shelby Cnty Judge of Probate, AL
02/25/1981 00:00:00 FILED/CERTIFIED

EXHIBIT "A" AND EXHIBIT "B" IS MADE A PART HEREOF AS FULLY AS IF SET OUT
HEREIN.

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

Signed, Sealed and delivered in the presence of

X Evelyn Simmons (L.S.)

_____ (L.S.)

The State of Alabama, _____SHELBY_____County

I, _____the undersigned authority_____, in and for said County
hereby certify that _____Clarence B. Simmons and wife, Evelyn Simmons_____

whose names _____are_____ signed to the foregoing conveyance, and who _____are_____ known to me, acknowledged be-
fore 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 _____19th_____ day of _____February_____ 19 81.

Janice E. Culver
Notary Public, State of Alabama at Large

My Commission Expires _____12/31/82_____

Bonded by _____Western Surety 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_____.

24. ge 13 East, more particularly described as follows Beginning at the northeast corner of Block 51 according to a map of the Town of South Calera, Alabama, duly recorded in the Probate Office of Shelby County, which point is on the west margin of Montgomery Avenue; thence running West along the south margin of West 8th Street a distance of 53 yards; thence south parallel with Montgomery Avenue 43 yards; thence east parallel with West 8th Street 53 yards to west margin of said Montgomery Avenue; thence north along the west margin of Montgomery Avenue 53 yards to the point of beginning, situated in Shelby County, Alabama.

ALSO:

PARCEL I - Beginning at the NE corner of Block 51 according to a map of the Town of South Calera, Alabama, duly recorded in the Probate Office of Shelby County, which point is on the West margin of Montgomery Avenue; thence running South along the West margin of said Montgomery Avenue 43 yards to the point of beginning of the lot herein conveyed and which point forms the Southeast corner of a lot formerly conveyed by Lucas H. Washington and wife, Ada F. Washington to Luther Washington and wife, Thelma Washington, by warranty deed dated November 15, 1946, and recorded in the Probate Office of Shelby County, in Deed Book 127 at Page 256 and which point is marked by an iron pin; thence run Northerly along the said West margin of said Montgomery Avenue 93 feet; thence run Westerly and parallel to West Eighth Street a distance of 126 feet to a point; run thence Southerly 106 feet to a point on the South boundary of said lot formerly conveyed by grantors by Lucas H. Washington and Ada F. Washington, which said point is 135 feet West of the point of beginning, thence Easterly along said South boundary parallel with West 8th Street 135 feet to the point of beginning.

PARCEL II - A part of Block 51 according to Map of South Calera, Alabama, as recorded in Map Book 3 on Page 40 in Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of Lot 11 in Block 51 and run in a Northerly direction along West right of way line of Montgomery Avenue a distance of 258 feet to a point of beginning of lot herein described; thence run in a Westerly direction a distance of 134 1/2 feet; thence run in a Southerly direction and parallel to the East line of said Block 51 to the South line of said Block and being the North margin of 7th Street; thence run in a Westerly direction along the South line of said Block to the Southwest corner of said Block 51; thence run in a Northerly direction along the East line of Mobile Avenue to the NW corner of Block 51; thence in an Easterly direction along the South margin of 8th Street to the NE corner of lot 24 in Block 51; thence run in a Southerly direction along the West line of lot now belonging to Frank I. Washington a distance of 43 yards more or less to the SW corner of Lot; thence in an Easterly direction along the South line of Frank I. and Annie Grace Washington lot to the West margin of Montgomery Avenue; thence in a Southerly direction along the West right of way line of Montgomery Avenue to the point of beginning, less and except the following portion of said above lands heretofore conveyed to Frank I. Washington, Jr., recorded in Volume of Deeds 245 at Page 586 in Shelby County, Alabama, described as follows:

Beginning at the Southwest corner of Block 51 of the Map or Plat of South Calera and being the North margin of Seventh Street, run in a Northerly direction on and along the East right of way of Mobile Avenue to the center of a drainage ditch, thence East along the center of said drainage ditch 377 1/2 feet, thence South about 372 feet and to the North side of Seventh Street, thence Westerly along the North side of Seventh Street to the Southwest corner of Block 51 and to the point of beginning, less and except a small parcel of land in the Southeast corner of said above described tract owned by Mr. Dalton Presley, being about 50 feet wide North and South and about 15 feet wide East and West. Lying and being in the Northwest quarter of the Southwest quarter of Section 11, Township 24, Range 13.

LESS AND EXCEPT: From the SE corner of Lot 11 in Block 51 according to the map or plat of South Calera as the same is of record in the Office of the Judge of Probate of Shelby County, Alabama; run thence in a Northerly direction and along the West right of way line of Montgomery Avenue 258 feet to the point of beginning of the land hereby described; and from said point as the point of beginning run thence in a Westerly direction 134 1/2 feet to a point; thence run in a Southerly direction and parallel to the East line of said Block to the South line of said Block; and being also the North margin of 7th Street; thence run in a Westerly direction on and along the South line of said Block to the SW corner of Block 51; thence run in a Northerly direction on and along the East right of way of Mobile Avenue and to the NW corner of said Block 51 and to the South margin of 8th Street; thence run in an Easterly direction on and along the North line of Lot 24 to the NE corner of said Lot 24 and thence in a Southerly direction 43 yards to the SW corner of the property now, or formerly owned by Frank I. Washington and Annie Grace Washington; thence run in an Easterly direction on and along the South line of the Frank I. Washington and Annie Grace Washington lot 53 yards to the West margin of Montgomery Avenue and thence run in a Southerly direction on and along the West right of way line of Montgomery Avenue to the point of beginning. Lying and being in the NW 1/4 of the SW 1/4 of Section 11, Township 24, Range 13 East, Shelby County, Alabama. LESS AND EXCEPT the lands described in deeds recorded in the Probate Office of Shelby County, Alabama in Deed Book 245, page 586 and in Deed Book 309, page 43. ALSO LESS AND EXCEPT the 15' by 50' parcel of land which was excepted from the deed recorded in said Deed Book 245, page 586.

LESS AND EXCEPT: A part of Block 51 according to Map of South Calera, Alabama, as recorded in Map Book 3 on Page 40 in Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of Lot 11 in Block 51 and run in a Northerly direction along the West right of way line of Montgomery Avenue a distance of 258 feet to the point of beginning of the lot herein described; from the point of beginning run North 165 feet along the West margin of Montgomery Avenue and to the Southeast corner of the Whitman property; thence West 148 feet to a point, thence South 179 feet to a point, thence East 156 feet along the North line of the Killingsworth lot back to the point of beginning. This deed is made for the purpose of correcting the description in that certain deed executed by the grantors herein to the grantees herein on November 3, 1977 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 308, Page 755,

situated in Shelby County, Alabama.

A part of Book 51 according to Map of South Calera, Alabama, as recorded in Map Book 51 on Page 40 in Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of Lot 11 in Book 51 and run in a Northerly direction along the West right-of-way line of Montgomery Avenue a distance of 258 feet to the point of beginning of the lot herein described; from the point of beginning run North 180 feet along the West margin of Montgomery avenue and to the Southeast corner of the Whitman property, thence West 148 feet to a point, thence South 148 feet to a point, thence East 156 feet along the North line of the Killingworth lot back to the point of beginning.
Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
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1981 FEB 25 AM 9:18

J. H. Shuman, Jr.
JUDGE OF PROBATE

Mty. tax - 4515-
Rec. 900
Ind. 100
5515-