

(Name) Jane M. Martin Asst. V. P. Loan Admn. Shelby State Bank

(Address) P. O. Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE--LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Myrtle Cummings, a Widow

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand Two Hundred Seventy Six and no/100----- Dollars (\$ 20,276.00), evidenced by her note of even date

BOOK 002 PAGE 702

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Myrtle Cummings, a Widow

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Part of the Southwest 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the SW corner of SW 1/4 of SW 1/4 of said Section 13, thence in Easterly direction along South boundary of said quarter-quarter section 363.00 feet; thence turning an angle of 99 degrees 50 minutes 30 seconds (measured) to the left in Northwesterly direction 118.84 feet (measured) thence turning an angle of 0 degrees and 28 minutes to the left in Northwesterly direction 20.00 feet; thence turning an angle of 101 degrees and 15 minutes to the right in Easterly direction 234.00 feet to the point of beginning of tract of land herein described; thence continuing in straight line along last mentioned course in an Easterly direction 163.73 feet to the point of intersection with the West boundary of the right-of-way of U. S. Highway No. 31 South, thence turning an angle of 103 degrees 14 minutes and 30 seconds to left in Northerly direction along said right-of-way 99.32 feet; thence turning an angle of 85 degrees and 36 minutes to the left in Westerly direction 102.24 feet; thence turning an angle of 89 degrees and 00 minutes to the right in Northerly direction 81.59 feet (measured) thence turning an angle of 80 degrees 09 minutes and 30 seconds to the left in Westerly direction 21.17 feet; thence turning an angle of 88 degrees and 17 minutes to the left in Southerly direction 161.43 feet to the point of beginning. LESS AND EXCEPT the property sold to B. W. Oldham as recorded in Deed Book 293 page 47.

"Myrtle Cummings is the surviving grantee of deed recorded in Deed Book 260, Page 127, in the Probate Office of Shelby County, Alabama, the other grantee, J. B. Cummings having died on or about the 24th day of March, 1974."

This is a First Mortgage

Shelby Bank

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

FILED FOR RECORD

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Myrtle Cummings, a Widow

STATE OF ALABAMA, SHELBY CO.
 have hereunto set her signature and seal, this 13th day of September, 19 84
 Myrtle Cummings (SEAL)
 Myrtle Cummings
 1984 SEP 20 AM 9:32
 30 45
 5 00
 1 00
 36.45
 (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

THE STATE of Alabama }
 Shelby COUNTY }
 I, the undersigned, Myrtle Cummings, a Widow, a Notary Public in and for said County, in said State, hereby certify that

whose name is 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of September, 1984
 MY COMMISSION EXPIRES MAY 26, 1985
 Dawn Cobb, Notary Public.

THE STATE of _____ }
 COUNTY }
 I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19____, Notary Public

BOOK 002 PAGE 703

Return to:
 Shelby State Bank
 P. O. Box 216
 Delham, Alabama 35124
 TO

MORTGAGE DEED

THIS FORM FROM
 Farmers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS
 Birmingham, Alabama