

This instrument was prepared by

1932

Billy and Eloise Stell  
1245 8th Av. S. W.  
Alabaster, Ala. 35007

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

(Address) Shelby State Bank, P. O. Box 633, Helena, Ala. 35080

Form 1-1-22 Rev. 1-60

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Billy L. Stell and wife, Eloise Stell

(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-two Thousand Eight Hundred and no/100 Dollars (\$ 22,800.00 ), evidenced by his note of even date

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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, Billy L. Stell and wife, Eloise Stell

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:

Commence at the Northwest corner of a lot in the Town of Wilsonville Alabama, formerly known as the J. H. Pennington lot, and run thence in a Northeasterly direction along the East line of the Old Montgomery Public Road 123 feet to the point of beginning; thence continue in a Northeasterly direction along said East line of said Old Montgomery Public Road a distance of 90 feet; thence run Southeasterly along the south or southwest line of the Paul Smith lot a distance of 210 feet; thence run Southwesterly parallel with the East line of said Old Montgomery Road, a distance of 90 feet; thence run in a Northwesterly direction a distance of 210 feet to the point of beginning, being a part of the NW 1/4 of the NW 1/4 of Section 6, Township 21, Range 2 East; being situated in Shelby County, Alabama.

This property constitutes no part of homestead for the mortgagor or his spouse.

This is a first mortgage-Purchase money

This is a corrected mortgage to correct mortgage recorded in Book 069 Page 236 and 237 in the Office of the Judge of Probate Shelby County, Alabama.

SHELBY STATE BANK  
P. O. Box 216  
PELHAM, ALABAMA 35124

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

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 Mortgagee 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 Billy L. Stell and wife, Eloise Stell

have hereunto set signature and seal, this 16th day of April, 1986

X *Billy L. Stell* (SEAL)  
 Billy L. Stell  
 X *Eloise Stell* (SEAL)  
 Eloise Stell (SEAL)

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THE STATE of Alabama }  
 Shelby COUNTY }  
 I, the undersigned authority, a Notary Public in and for said County, in said State,  
 hereby certify that Billy L. Stell and wife, Eloise Stell

whose names assigned to the foregoing conveyance, and who are 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 official seal this 16th day of April, 1986

*James James Cobb* Notary Public.  
 My Commission Expires June 17 1989

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\_\_\_\_

STATE OF ALABAMA SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED

1986 JUN 26 AM 10:13

MORTGAGE DEED

Return to:  
 Billy L. Stell  
 Eloise Stell  
 TO  
 Shelby State Bank  
 P. O. Box 633  
 Helena, Al. 35080

1. Deed Tax \$ \_\_\_\_\_  
 2. Mtg. Tax \_\_\_\_\_  
 3. Recording Fee *Corrected*  
 4. Indexing Fee *500*  
 TOTAL *700*

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