

The State of Alabama, Shelby County

This Deed of Mortgage, made and entered into on this, the 12th day of December, 1986
between Mr. & Mrs. Bobby Hoyle (Bobby Hoyle and Holly K. Hoyle)

The party of the first part, and **FIRST BANK OF CHILDERSBURG**, Childersburg, AL, 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 Six Thousand Two Hundred Ten Dollars and 45/100----- DOLLARS,

Due by One promissory note of this date, July 1, 1987

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other
advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, have granted, bargained, sold, and
conveyed and by these presents does grant, bargain, sell and convey to the said party of the second part the said
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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A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section
21, Township 19 South, Range 2 East, and located in Shelby County, Alabama,
and more particularly described as follows: That part of the NW $\frac{1}{4}$ of the
NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 East, lying Southwesterly
of County Road (Harpersville-Sterrett) and that part of W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of
the NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 East, lying Southwesterly
of County Road No. 83 (Harpersville-Sterrett) and North of County Road No.
62 running Northeast and Southwest through said property containing 17 acres,
more or less. LESS AND EXCEPT that certain parcel of land from Theron E.
Dyer and wife, Bessie B. Dyer to Bobby Lee Hoyle and wife, Holly K. Hoyle
as described in Deed Book 317, Page 10 in the Probate Office of Shelby County
Alabama. ALSO LESS AND EXCEPT that certain parcel of land from Theron E.
Dyer and wife, Bessie B. Dyer to Timothy W. Spates and Sheila Spates as
described in Real Book 025, Page 299, in the Probate Office of Shelby County,
Alabama.

\$36,000.00 of the above recited purchase price was paid from a mortgage
executed simultaneously herewith.

*First Bank
of Childersburg*

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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 condition—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 _____, 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 the 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 the said demand hereby secured, and pay over the remainder, if any, to the 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 the 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 _____ hand _____ and seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

X Bobby Doyle (L. S.)
X Kelly Kristin Doyle (L. S.)
_____ (L. S.)

THE STATE OF ALABAMA, Shelby COUNTY

I, G. Faye McGuire, in and for said County
hereby certify that Mr. & Mrs. Bobby Hoyle (Bobby Hoyle and Holly K. Hoyle)

whose name S 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, have executed the same voluntarily on the day the same
bears date.

Given under my hand, this 12th day of December, 1986.

G. Faye McGuire

My Commission Expires 8/14/90

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

1986 DEC 29 PM 7:20

Thomas C. Shumaker, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 54.45
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 62.95