

State of Alabama }  
Shelby \_\_\_\_\_ County.

This Instrument was prepared by

Central State Bank

Lannie Robinson

## MORTGAGE

THIS INDENTURE is made and entered into this 10th day of August, 1987 by and between James G. Alston and wife, Carol L. Alston

(hereinafter called "Mortgagor", whether one or more) and Central State Bank (hereinafter called "Mortgagee").

WHEREAS, James G. Alston and wife Carol L. Alston

is (are) justly indebted to the Mortgagee in the principal sum of Thirty thousand and fifty seven and 50/100 dollars (\$ 30,057.50) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of November 9, 1987.

This loan is payable in one lump sum of \$30,994.21 on November 9, 1987.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby \_\_\_\_\_ County, Alabama (said real estate being hereinafter called "Real Estate"):

\*See Attached Legal Descriptions

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together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be comprised by this mortgage.

**TO HAVE AND TO HOLD** the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this  
the mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the  
Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, van-  
dalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to  
the Mortgagor, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real  
Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall  
be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may  
not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinabove provided, and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for the repair or reconstruction of the improvements located on the Real Estate, or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and receivables of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, accruing to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, after the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver, valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the time to maintain such improvements in as good condition:

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance, and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall be binding upon all of the Mortgagee's successors and assigns.

inure to the benefit of the Mortgagee's successors and assigns  
and the said Lender and Mortgagor has thereto executed this instrument on the date first written above.

- Carol Sogey Alston
- James S. Alton

#### **ACKNOWLEDGEMENT FOR INDIVIDUAL(S)**

State of Alabama }  
Shelby County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that  
James G. Alston and wife Carol L. Alston, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day  
that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date,  
this 10th day of August, 1987.

Given under my hand and official seal this 19<sup>th</sup> day of July, 1999



*Janet T. Paxton*  
Notary Public

~~My commission expires:~~

18/10/88

NOTARY MUST AFFIX SEAL

## ACKNOWLEDGEMENT FOR CORPORATION

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that \_\_\_\_\_, a \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ incorporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, \_\_\_\_\_ he \_\_\_\_\_ as such officer, and with full authority, executed the same voluntarily for and in the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

# MORTGAGE DEED

STATE OF ALABAMA

Office of the Judge of Probate

I hereby certify that the within mortgage was filed  
in this office for record on the \_\_\_\_\_, 19\_\_\_\_\_  
day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was  
duly recorded in Volume \_\_\_\_\_ of  
Mortgages, at page \_\_\_\_\_, and ex-  
amined.

Judge of Probate

**CENTRAL STATE BANK**

Central State Bank  
P. O. Box 180  
Elora, AL 35040

LEGAL DESCRIPTION:

PARCEL ONE:

A lot in the Town of Columbiana, Alabama, in the SW 1/4 of NW 1/4 of Section 25, Township 21 South, Range 1 West, more particularly described as follows: Commence at the intersection of the North line of Mildred Street with the East line of an Alley sometimes known as Firehouse Alley and run in an Easterly direction along North line of Mildred Street a distance of 117 feet to point of beginning, said point being the SE corner of lot belonging to Medical Clinic Board of the Town of Columbiana; from said point of beginning, continue Easterly along the North line of Mildred Street a distance of 72 feet to the Southwest corner of lot belonging to Estate of L. D. Cole; thence in a Northerly direction along West line of Cole lot a distance of 163 feet, more or less, to the South line of Calvin Green lot; thence in a Westerly direction along South line of Green lot a distance of 72 feet, more or less, to a point 6 feet in a Northerly direction from the NE corner of lot belonging to Town of Columbiana; thence in a Southerly direction along the East line of lot belonging to Town of Columbiana and to the Medical Clinic Board of the Town of Columbiana, a distance of 160 feet, more or less, to the point of beginning. Situated in Town of Columbiana, Shelby County, Alabama.

PARCEL TWO:

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A lot in the Town of Columbiana, Shelby County, Alabama, in the NW 1/4 of NW 1/4 of Section 25, Township 21 South, Range 1 West, more particularly described as follows: Commencing at the intersection of the North line of the NW 1/4 of NW 1/4 of Section 25, Township 21 South, Range 1 West with the West line of Thompson Street in the Town of Columbiana, and run in a Southerly direction along the West line of Thompson Street a distance of 109 feet to the NE corner of the Vick lot; thence Westerly direction and parallel with the North line of a Narrow street or alley and along the North line of the Vick lot and the Edmondson lot to the East line of the Gould lot (now owned by Willie Gould Heath); thence in a Northerly direction along the East line of the Gould lot to the North line of the NW 1/4 of NW 1/4 of Section 25, Township 21, Range 1 West; thence in an Easterly direction along the North line of said NW 1/4 of NW 1/4 of said Section 25, Township 21, Range 1 West a distance of 251 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL THREE:

SURFACE RIGHTS ONLY TO:  
NW 1/4 of NE 1/4 Section 30, Township 21 South, Range 1 East. Situated in Shelby County, Alabama.

TOGETHER WITH a non-exclusive fifty (50) foot wide road right of way easement for ingress, egress and utilities, along the existing road running Northeasterly from said Highway #28 across the E 1/2 of SW 1/4 of NW 1/4 and SE 1/4 of NW 1/4 in Section 30, Township 21 South, Range 1 East; and also a non-exclusive fifty (50) foot wide road right of way easement for ingress, egress, and utilities over and across the SE 1/4 of NW 1/4, Section 30, Township 21 South, Range 1 East, along the most direct and feasible route between said existing road and the West line of the SW 1/4 of NE 1/4 of Section 30, Township 21 South, Range 1 East, Shelby County, Alabama; and also a fifty (50) foot wide non-exclusive road right of way easement for ingress, egress and utilities, along the road running Northwesternly from Highway #28, across the N 1/2 of NW 1/4, Section 30, to the SW 1/4 of SW 1/4, Section 19, all in Township 21 South, Range 1 East, Shelby County, Alabama.

|                  |              |
|------------------|--------------|
| 1. Deed Tax \$   | <u>45 15</u> |
| 2. Mtg. Tax      | <u>45 15</u> |
| 3. Recording Fee | <u>10 00</u> |
| 4. Indexing Fee  | <u>10 00</u> |
| TOTAL            | <u>56 15</u> |

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT TO BE TRUE  
1987 AUG 21 AM 9:48

P. J. Gandy, Jr.  
JUDGE OF PROBATE