

STATE OF ALABAMA
Shelby COUNTY.

This instrument prepared by: Ron E. Webster Vice President
First Bank of Childersburg, AL

THIS INDENTURE, Made and entered into on this, the 25th day of August 1987 by and between
Thomas Green and wife, Marie Green
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Thomas Green and wife, Marie Green
are

justly indebted to the Mortgagee in the sum of Seventeen Thousand Six Hundred Ninety-
Two & 80/100 (17,692.80) Dollars which is evidenced as follows, to-wit:
One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 17,692.80,
including principal and interest and said sum payable as follows: 119 equal, consecutive, monthly installments
of 147.44 each, commencing on the 5th day of October 1987, and continuing on
the 5th day of each month thereafter until the 5th day of September 1997, when the final
payment of 147.44 shall be due and payable.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described
property, to-wit:

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That certain lot situated in the Town of Vincent, Alabama, and described
as follows: Beginning at the Southeast corner of what was formerly known
as the M.V. Phillips lot (now known as the J.R. Montgomery lot) and run
thence in a Westerly direction and parallel with said M.V. Phillips line
for a distance of 210 feet; run thence in a southerly direction 105 feet;
run thence in an easterly direction and parallel with the North line as
aforesaid, a distance of 210 feet to the West right of way line of the
Coosa Valley Public road; run thence in a Northerly direction along the
West right of way line of said Coosa Valley Public road a distance of 35
yards to the point of beginning, and being a part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$
of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama;
being the same lot as dedded by I.C. Shrader to Della Bates on the 6th
day of February 1912; also the same lot dedded by Della Bates to Mrs. M.W.
Elliott dated April 25, 1913, and recorded in Deed Book 53, page 258 in
the Office of the Judge of Probate of Shelby County, Alabama; also being
the same lot described in second paragraph of the Last Will and Testament
of M.W. Elliott, as shown in Will Book 4, page 11 and 12, in the Office
of the Judge of Probate of Shelby County, Alabama. Less and except that
portion conveyed to Robert and Barbara D. Rounds in Deed Book 282, page
569, in said Probate Office.
ALSO Commence at the Northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15,
Township 19 South, Range 2 East; thence run South along the West line of
said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 465.0 feet; thence run an angle of 29 deg.
00 min. to the left and run a distance of 282.15 feet; turn an angle of 38
deg. 01 min. to the left and run a distance of 495.08 feet to the West
R.O.W. line of State Highway 25; thence turn an angle of 97 deg. 24 min.
to the left and run a distance of 781.65 feet to a point on the West ROW
(over)

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TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.) *X Thomas Green J.R.* (L.S.)
Thomas Green
(L.S.) *X Marie M. Green* (L.S.)
Marie Green

STATE OF ALABAMA,

Shelby

COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that

Thomas Green and wife, Marie Green

whose names are signed to the foregoing conveyance, and who are known to me (or made 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 seal this the 25th day of August 19 87.

Jackie M. Gilberry
Notary Public

STATE OF ALABAMA

COUNTY

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the day

of , 19 , came before me the within named

known to me (or made 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 conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the day of , 19 .

Notary Public

Con't

line of said highway, being the Southeast corner of the M.T. Shrader Gin lot; thence turn an angle of 176 deg. 00 min. to the left and run South-erly along said ROW line a distance of 95.00 feet; thence turn an angle of 0 deg. 56 min. 30 sec. to the left and run along said ROW line a distance of 71.00 feet; thence turn an angle of 75 deg. 14 min. 29 sec. to the right and run a distance of 103.63 feet to the point of beginning; thence continue in the same direction a distance of 102.76 feet; thence turn an angle of 95 deg. 27 min. 16 sec. to the left and run a distance of 12.00 feet; thence turn an angle of 91 deg. 15 min. to the left and run a distance of 102.32 feet to the point of beginning; being situated in the SE¼ of the NE¼ of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama.

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

1987 SEP -1 PM 2:31

1. Deed Tax \$
2. Mtg. Tax 26.55
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 35.05