

The State of Alabama, Shelby County

BOOK 192 PAGE 420

BOOK 247 PAGE 427

Know all Men by These Presents: That Whereas

W. K. Rayfield

is indebted to First National Bank of Childersburg, Childersburg, Ala., in the sum of

Fifty three hundred ninety three & no/100 (5393.00)

Dollars

as evidenced by one promissory note

bearing even date herewith, and payable as follows to-wit:

November 15, 1957

Now, Therefore, in order to secure the prompt 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, hereinafter called party of the first part, for and in consideration of the premises and the sum of \$5.00 this day in hand paid by FIRST NATIONAL BANK OF CHILDERSBURG, Childersburg, Ala., hereinafter called party of the second part, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto the said FIRST NATIONAL BANK OF CHILDERSBURG, Childersburg, Ala., party of the second part, the entire crop of corn, cotton, cotton seed, oats, hay, fodder, peas and potatoes, and all other crops grown or raised by the party or parties of the first part or in which they may have any interest, during the present year, or next year or thereafter until said notes or indebtedness is paid, as well as all rents and crops grown or raised by any hand or employees during said years. Also the following described property, being in the County and State aforesaid, to-wit:

One John Deere Model B Tractor, Serial # 234664 with disc tilled, flat bottom plow, disc harrow, cultivator, planter, fertilizer attachment, and breaking plow.

Two Jersey cows

One white-face & Jersey ~~cow~~ male about 20 months old

One Palmetto Chilled Broom Sow

One 1953 Ford 8 cyl. 4-dr. Sedan Mtr # B3A6-175518

One yellow Deere spray machine

To Have and to Hold the above described property to the party of the second part, successors and assigns, forever. The said party or parties of the first part covenant with the party of the second part, successors and assigns, that they are lawfully seized in fee of said property, that they have the title to said property, that the same is free of all incumbrances, and that they will warrant and forever defend the title to same against the claims of all persons whomsoever. That the representations herein made are so made with the intent and for the purpose of securing the money or loan evidenced by said notes.

But this conveyance is a Mortgage and if said note or notes, and the other indebtedness that may be due, be paid then the same shall become null and void. But if said note or notes, or other indebtedness or any part thereof, are not paid at maturity, or the personal property above described, or any part thereof, be sold, exchanged, or has been removed, or is about to be removed

from Shelby County by the party of the first part, or by any other person at his instance, or with his knowledge or consent, and without the consent of the party of the second part herein named, then all of said note, notes, and other indebtedness shall at once become due and payable, and the party of the second part, its assigns, agents or attorneys, are hereby authorized and empowered to take possession of any and all of said real and personal property above described, and sell the same at auction, for cash, at or near the front steps or entrance of the Court House of said County, after having given notice thereof for ten days, either by inserting notice thereof one week in any newspaper then published in said County, or by posting in three public places in said County and State and out of the proceeds of said sale or sales pay all expenses incident thereto, and a reasonable attorney's fee for collecting said note or notes, and for foreclosing the mortgage, then reserve enough to pay said note or notes, or other indebtedness, and the balance if any, pay over to the party of the first part. In the event of such sale the said party of the second part, successors, assigns, agents or attorneys, are authorized and empowered to purchase said real and personal property as though strangers to this conveyance. The auctioneer or person crying the sale or sales under authority of the party of the second part, assigns, agents or attorneys, is hereby empowered and directed to execute a Warranty Deed to the purchaser or purchasers of said property in the name of said party or parties of the first part by him as said auctioneer or person crying said sale or sales. Said real and personal property may be sold together at one sale or separately at different sales at option of party of second part. If all taxes, assessments, and insurance on said property are not paid when due, the whole indebtedness secured hereby may be declared to be due and this mortgage may be foreclosed at once.

Witness \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this

February 18, A. D. 19 57

Witness:

W. K. Rayfield

(L. S.)

(L. S.)

(L. S.)



## THE STATE OF ALABAMA

Shelby COUNTYI, L. C. Walker

Judge of Probate for said County, hereby certify that the following Privilege Tax has been paid on the within instrument as required by Acts of 1902 and 1903,

viz: \$ \_\_\_\_\_

L. C. Walker  
Judge of Probate.

For value received, the undersigned does hereby assign, transfer and convey unto the United States of America, through the Administration of the Farmers Home Administration, all its right, title and interest in and to that certain mortgage dated Feb 18, 19 57, recorded in Book 247, at Page 427 of Chattel Mortgages in the Office of the Judge of Probate of Shelby County, Alabama, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, I (we) hereunto in Mortgage Record, Vol. 247 No. \_\_\_\_\_ set my (our) hand (s) and seal(s) this 4 day of April, 1958. on Page 427.

WITNESSED

First National Bk, Childersburg  
Ray Brown (SEAL)  
up

L. C. Walker  
Judge of Probate.Recording \$ 2.00

## MORTGAGE

FROM

TO

FIRST NATIONAL BANK OF CHILDERSBURG  
Childersburg, Ala.

## THE STATE OF ALABAMA

Shelby COUNTYI, L. C. Walker

Judge of Probate for said Shelby County, hereby certify that the within Mortgage was filed in my office for

record at 4 o'clock P M. on the 19day of Feb., 19 57and duly recorded on the 20 day ofFeb., 19 57247

No. \_\_\_\_\_

on Page 427.L. C. Walker

Judge of Probate.

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Transfer was filed for record the 4 day of April, 19 58, at 1 o'clock P M. and recorded in Shelby Record 247 Page 427, and the Mortgage Tax of \_\_\_\_\_ Deed Tax of \_\_\_\_\_ has been paid.

L. C. Walker  
Judge of Probate