

1938

POWER OF ATTORNEY

opl, tuscaloosa

THE STATE OF ALABAMA

Shelby

COUNTY



KNOW ALL MEN BY THESE PRESENTS, That I, Eddie G. Downs, President & Chairman
of The Bank of West Blocton have this day constituted and
appointed Conrad M. Fowler, Judge of Probate of Shelby County, Columbiana, Alabama

my true and lawful attorney for me, and in my name to

Satisfy Mortgage of Kermit H. Roberson and Mary C. Roberson

Book 350 Page 238

giving and granting unto my said attorney full power and authority to do any and all acts necessary and proper to be done in and about the premises.

Witness my hand and seal this 27th day of December, 1977

Attest:

Eddie G. Downs (S.)

(L. S.)

THE STATE OF ALABAMA

Bibb

COUNTY

I, Ann Carroll

a notary public

in and for said State and County, hereby certify that Eddie G. Downs, President & Chairman
whose name is signed to the foregoing Power of Attorney, known to me, acknowledged before me on this
day that, being informed of the contents of said Power of Attorney, he executed and delivered the same
voluntarily on the day the same bears date.

Witness my hand and seal this 27th day of December, 1977

Ann Carroll

Bank of West Blocton

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State of Alabama

Shelby

County

Know All Men By These Presents,

That whereas the undersigned Kermit H. Roberson or Mary C. Roberson
justly indebted to The Bank of West Blocton

(hereinafter called Mortgagee)

in the sum of Fifteen thousand twenty eight and 80/100----- Dollars
evidenced by promissory note Due and payable in 96 installments of \$156.55 each
beginning on November 25, 1975.

19781019000140420 2/3 \$.00
Shelby Cnty Judge of Probate, AL
10/19/1978 12:00:00 AM FILED/CERT

and whereas the said Kermit H. Roberson or Mary C. Roberson
desirous of securing the prompt payment of said indebtedness with interest when the same falls due,
NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment
of the same at maturity, the said Kermit H. Roberson or Mary C. Roberson

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property
situated in Bibb County, State of Alabama, to-wit:

Commence at the South west corner of the NW 1/4 of NE 1/4 of Section 25,
Township 22 South, Range 2 West, Shelby County, Alabama, which is the point
of beginning; thence north along the 1/4-1/4 line 191.0 feet to a point
on the south R.O.W. of Old Highway No. 25; thence northeasterly along
said R.O. W. a distance of 272.7 feet; thence southeasterly a distance of
286.25 feet; thence a deflection angle right of 42 deg. 00' a distance
of 199.2 feet; thence a deflection angle right of 90 deg. 00' a distance of
48.5 feet; thence a deflection angle left of 63 deg. 00' a distance of
196.5 feet; thence a deflection angle right of 92 deg. 00' a distance of
562.9 feet to a point along the 1/4-1/4 line; thence north along said
1/4-1/4 line a distance of 137.5 feet to the point of beginning;
This land lying and being in the NE 1/4 of Section 22, Township 22 South,
Range 2 West, and containing 5.05 acres, more or less. Situated in
Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims.

To Have And To Hold, the above granted premises unto the said Mortgagee, 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 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, in some newspaper published at Centreville, 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, in Centreville, Ala., 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 Kermit H. or Mary C. Roberson

have each hereunto set their signature and seal, this 10th day of October 19 75

Witnesses:
 X Kermit H. Roberson (SEAL)
 Mary C. Roberson (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

STATE of Alabama

Bibb County.

I, Janice Callahan, a Notary Public in and for said County, in said State, hereby certify that Kermit H. Roberson or Mary C. Roberson

whose name are signed 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 10th day of October 1975

Notary Public

239
 350
 STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1975 NOV 12 AM 7:54
 Mtg Tax 2265
 Corral M. Roberson
 JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1975 OCT 19 AM 11:38
 JUDGE OF PROBATE

Rec. 4.50
 Ind. 1.00
 5.50

19781019000140420 3/3 \$.00
 Shelby Cnty Judge of Probate, AL
 10/19/1978 12:00:00 AM FILED/CERT

RETURN TO

TO

MORTGAGE DEED

State of Alabama

County

I, Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the 19 day of 19 and was recorded in Vol. Record of Deeds, pages on the day of Judge of Probate.

Mtg. Tax \$
 Recording Fee \$
 Total \$

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