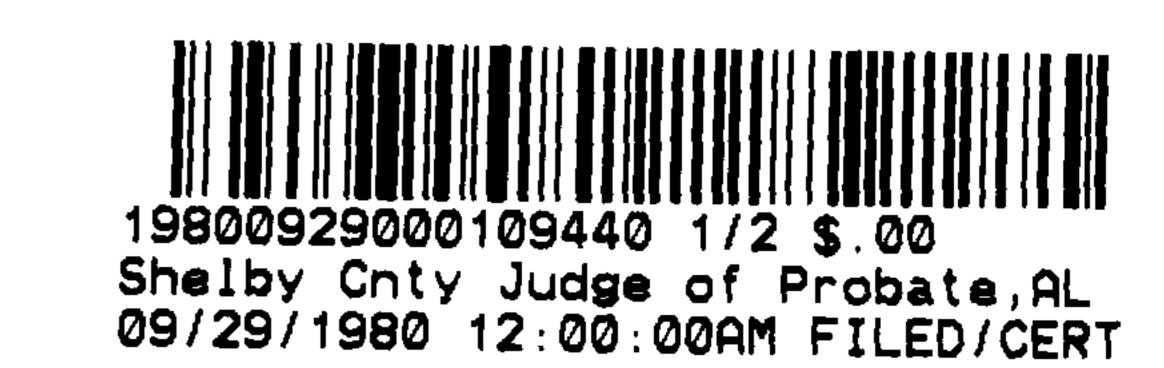
CITY BANK OF CHILDERSBURG
P. O. Box 349
Childersburg, Alabama 35044



## State of Alubama Talladega County

THIS MORTGAGE, made and entered into on this the 25thusy of September, 1980, by and between

James E. Lynn and wife, Norma Jean Lynn

hereinafter called mortgagers, whether one or more, and <u>City Bank of Childersburg</u> bereinafter called mortgagee.

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WITNESSETH: That the said mortgagors are is justly indebted to said mortgagee in the sum of Forty Thousand & No/100 (\$40,000.00) Dollars, which is evidenced as follows, to wit: Promissory Note: Due in 119 consecutive monthly installments of \$333.33 each and one final installment of \$333.73, beginning October 25, 1980, and on the same day of each month thereafter; payments do not include interest. With interest thereon at City Bank of Childersburg Prime + 2 3/4% to float every 90

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other days. indebtedness owed by the mortgagors herein or either of them and to secure any future advances made in addition to the principal amount while any portion of this indebtedness remains outstanding but said advances not to exceed an amount equal to the principal amount, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell and convey unto said mortgagee the following described property situated in Shelby County, Alabama, to-wit:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama, thence run Northerly Talong the East line of said 1-1/4 1,433.01 feet to a point; thence 128 degrees 30 minutes left and run Southwesterly 688.12 feet to a point; thence 51 degrees 30 minutes left and run Southerly 594.97 feet to a point; thence 51 degrees 30 minutes right and run Southwesterly 185.0 feet to the point of beginning of the property being described; thence continue along last described course 315.16 feet to a point on the East right-of-way line of U.S. Highway 280; thence 76 >> Edegrees right and run Northwesterly along said right-of-way Sline 346.92 feet to a point; thence 103 degrees 52 minutes right and run Northeasterly 670.41 feet to a point; thence 125 degrees 03 minutes 09 seconds right and run Southerly 240.34 feet to a point; thence 69 degrees 01 minutes 51 seconds right and run Southwesterly 50.49 feet to a point; thence 75 degrees 0 minutes 14 seconds left and run Southerly 175.14 feet to the point of beginning, containing 3.80 acres. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said mortgagee, its successors and assigns, in fee simple. And said mortgagers for themselves, their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens and encumbrances and they do hereby warrant and will forever defend the title of said property unto said mortgagee, its successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said mortgagors agree to insure the buildings on said premises, and all other of said mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorm, for a sum equal to the indebtedness hereby secured, with loss payable to said mortgagee as its interest may appear. Said mortgagors agree to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on said mortgaged property during the pendency of this mortgage. If said mortgagors fail to pay said taxes and assessments, or to insure said property as aforesaid, then said mortgagee may take out such insurance and pay for same, and pay such taxes and assessments, and this conveyance shall stand as security for such payments, with 8% interest thereon from the date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable attorney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers herein contained or in a court of competent jurisdiction.

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mortgaged	property	and after	giving at l	least 21 day	's' notice of	the time, pla	ce, and term	s of sale, to	gether	ssession of said with a descrip-
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