


CITY BANK OF CHILDERSBURG

P. O. Box 313

Childersburg, Alabama 35011



19800929000109480 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
09/29/1980 00:00:00 FILED/CERTIFIED

State of Alabama }

Talladega County

THIS MORTGAGE, made and entered into on this the 22nd day of September, 19 80 by and betweenJohn Watts, a single manhereinafter called mortgagors, whether one or more, and City Bank of Childersburg
hereinafter called mortgagee.

WITNESSETH: That the said mortgagors are/is justly indebted to said mortgagee in the sum of _____

(\$7,665.05)

Seven thousand, Six hundred Sixty Five & 05/100 Dollars, which is evidenced as follows, to-wit:

Promissory Note: Due in seventy-two (72) consecutive monthly installments of \$160.65 each, beginning November 6, 1980, and on the same day of each month thereafter, payments include interest. Interest thereon at 14.50 per cent. Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other 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 per equal to the principal amount, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant, annun bargain, sell and convey unto said mortgagee the following described property situated in Shelby

County, Alabama, to-wit:

Commence at the SE corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East and run West along said Section line 226 ft., more or less, to the east line of the Florida Short Route, sometimes known as U.S. Highway 280, and run northwesterly along said Highway 2621 feet; thence run in a northwesterly direction along said Highway 260 feet; thence turn a northeasterly direction and perpendicular to said Highway 318 feet, more or less, to a point on the west line of Old Kymulga Ferry Road, now known as Chancellor's Ferry Road and which is also the northmost corner of Floyd and Eunice Reames Lot; thence run in a westerly direction and perpendicular to said Highway 280 and along the northwesterly line of said Reames Lot 318 feet more or less to the easterly line of Highway No. 280; thence along same in a northwesterly direction 400 feet to the point of beginning; thence run in a North-easterly direction, perpendicular to said Highway 280, 200 feet to a point; thence turn to the left and run in a northwesterly direction, parallel to the right-of-way of said highway, a distance of 219 feet, more or less, to the East line of the property formerly belonging to F. Jackson; thence run in a Southeasterly direction a distance of 218 feet, more or less, to a point on the East right-of-way line of said U.S. Highway 280, said point being 130 feet Northwest of the point of beginning; thence run in a Southeasterly direction along said highway right-of-way line a distance of 130 feet to the point of beginning. Being situated in the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 34, and in E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 33; all in Township 19, Range 2 East. The above described property shall not be used for the sale or storage of alcholic liquors or beverages, nor for the operation of a public dance hall thereon for the operation tourist cabins thereon. This shall be a covenant running with said land and shall bind the grantees, their successors, (Con't on page 2)

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 mortgagors 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.

BOOK 406 PAGE 270

NOTARY PUBLIC
BY STATE OF CHILDERSBURG

O. BOX 349

CHILDERSBURG, AL 35044

TO

Mortgage Deed

State of Alabama

I, _____
of the Probate Court of said County hereby
by that the foregoing mortgage was filed for
recording in this office at _____
at _____ M., on the _____, 19____
was recorded in Vol. _____ Record of Mort-
gages _____ on the _____ day of _____, 19____
Judge of Probate.

Record Fee, \$ _____

Now if said mortgagors shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said mortgagors to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said mortgagee may enter upon and take possession of said mortgaged property and after giving at least 21 days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three successive weeks in some newspaper published in the county where said property or a material part thereof is located, or by posting written notices at three public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry in front of the Courthouse in said County where the property is located, to the highest bidder for cash, the proceeds of said sale to be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on said indebtedness with interest; (4) the balance, if any, to be paid to said mortgagors.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for mortgagors, to execute a deed to the purchaser at said sale. Said mortgagee may purchase at such sale as if a stranger to this mortgage.

Should any of said mortgagors become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and affixed their seals, on this the day and year first hereinabove written.

Attest:

John Watts (L.S.)

____ (L.S.)

____ (L.S.)

____ (L.S.)

State of Alabama }

I, Mary E. Hawk, a notary public in and for said county, hereby certify that

John Watts

whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 23 day of September, 19 80.

Mary E. Hawk
A Notary Public

(Page 2)

heirs and assigns and should there be a breach thereof the same may be enjoined in any court of competent jurisdiction. Grantor conveys all property located in NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 33, TP 19, R 2 E, which grantor owns whether correctly described, or not.

This property is not located in a flood-plain zone.

This is a corrective mortgage to that mortgage dated August 20, 1980, recorded in the Office of The Judge of Probate, Shelby County, AL, Book 405 Page 151-153

BOOK 406 PAGE 272

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
CORRECTED
1980 SEP 29 AM 9:00

Carrolline
JUDGE OF PROBATE

105-
150
655