

(Address). P. O. Box 766, Alabaster Alabama 35007

Form 1-1-22 Rev. 1-69

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION Birmingham, Alabama

STATE OF ALABAMA COUNTY Of SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Carter Homebuilders Company, Inc., Floyce Carter and wife Frances Carter (hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Citizens Bank and Trust Company

(hereinafter called "Mortgagee", whether one or more), in the sum of Seven Thousand Seven Hundred Thirty Seven and 31/100------Dollars

(\$ 7,7 $\bar{3}$ 7.31---), evidenced by

Mortgage Note

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

CONOW THEREFORE, in consideration of the premises, said Mortgagors,

Carter Homebuilders Company, Inc., Floyce Carter and wife, Frances Carter

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY

County, State of Alabama, to-wit:

A parcel of land lying in the SW4; SE4; Sec. 9; T21S' R2W and more particularly described as follows:

staring at the northwest corner of the said SW4; SE4; Sec. 9; T21S; R2W run southerly along the west boundary line of said SW4; SE4 a distance of 297.0 feet to the angle of a chert road. Thence run easterly along the said angle of said chert road a distance of 375.0 feet to a point in the said angle of said chert road, the point of beginning. Thence continue easterly along said ange of said chert road a distance of 325.0 feet. Thence run southerly along the angle of said chert road a distance of 325.0 feet. Thence run westerly a distance of 325.0 feet to a point. Thence run northerly a distance of 325.0 feet to the point of beginning.

Said parcel of land lies in the said SW4; SE4; Sec. 9; T21S; R2W and contains 2.42 acres, more or less.

Da rolease Muse. Bl. 41 pg. 122 (6-23-31)

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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, by publication in some newspaper published 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, (or the division thereof) where said property is located, 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 the undersigned.

Carter Homebuilders Company, Inc., Floyce Carter and wife, Frances Carter

have hereunto set their signature W. and seal, this	day of	, 19
TOTAL 117	May Comment	SEAL)
10. L7 (200	CARTERATUMEDUFLOERS	GOMPANY, ING. (SEAL)
1980 OCT -6 AH 10: 47	FLOYCE/CARTER	SEAL)
The state of the s	- FRANCES CARTER, WI	e (SEAL)
THE STATE of ALABAMA COUNTY		
I, SHIPRON L. DIVERS hereby certify that FLOYCE CARTER AND WIFE		and for said County, in said State,
whose name 5 Alsigned to the foregoing conveyance, and wl	ho ARE known to me ac	knowledged before me on this day,
that being informed of the contents of the conveyance how		, , , , , , , , , , , , , , , , , , ,
Given under my hand and official seal this 30th	day of SEPTEMBER	- · · · · · · · · · · · · · · · · · · ·
THE STATE of ALABARA SHELEY		
I, SHARON L DIVERS	, a Notary Public in	and for said County, in said State,
hereby certify that FLOVCE CARTER		

whose name as PRESIDENT of LARTER HOMEBUILDERS COMPANY INCa corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the

Sharon of Muchael, Notary Publi

19801006000112330 2/2 \$.00 Shelby Cnty Judge of Probate, AL 10/06/1980 12:00:00AM FILED/CERT

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