Janice Browning

CITY BANK OF CHILDERSBURG
P. O. Box 349

Childersburg, Alabama 35044

State of Alabama

TALLADEGA COUNTY

THIS MORTGAGE, made and entered into on this the $\frac{14 \, \text{th}}{4 \, \text{day}}$ of $\frac{0 \, \text{ctober}}{4 \, \text{ctober}}$, 1980, by and between

Shelby Cnty Judge of Probate AL 10/17/1980 12:00:00AM FILED/CERT

Larry F. Bailey and wife, Dortha Judy Bailey

hereinafter called mortgagers, 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______

Fifty five thousand & no/100---- Dollars, which is evidenced as follows, to-wit:

One (1) promissory note in the amount of Fifty five thousand & no/100 Dollars (\$55,000.00), with interest at the rate of 16.00%, due and payable April 14, 1981.

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 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:

Lot No. 25 in Shelby Shores, 1978 Addition, according to map as recorded in Map Book 7, Page 88, in the Probate Office of Shelby County, Alabama. SUBJECT TO Restrictions as shown of record in the Probate Office of Shelby County, Alabama in Miscellaneous Book 27, Page 289.

Being the same property conveyed by Shelby Shores, Inc., to Larry F. Bailey and wife, Dortha Judy Bailey, by deed dated December 22, 1978, filed for record in the Probate Office of Shelby County, Alabama, on December 28, 1978, at 9:58 o'clock A.M., and recorded in Deed Book 317, Page 16.

This property is not located in a flood plain area.

Phis mortgage paid in full and satisfied this

City Dank of Telungary 1980 84 Thomas a Snoweller gh

SEE PIA FILED VOLZ 2 PJ ZJATTY. IN FACE

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.

100 me 871

Judge of th certify that registration o'clock day of gages, page	CITY BA
the Probate the formula the Probate the formula the formula the formula the corded in the formula the	ANK OF RSBURG
te Court cegoing months office at fin Vol. Fee, \$	TO TO THE CHILD
of said Cortgage The Judge	DERSEU 35044 Juham
ounty he was filed was filed of Probe	
reby of for	
	19801017000117830 2/2 \$.00 Shelby Cnty Judge of Probate, AL 10/17/1980 12:00:00AM FILED/CERT
indebtedness hereby secured as same becomes payable, incli	nd all of said stipulations and agreements and pay all of said uding interest thereon, failure to pay any part of said indebtedancy stipulations and agreements herein contained making the
full force and effect; and upon failure of said mortgagors to	this conveyance shall be null and void; otherwise to remain in the keep any of said stipulations and agreements or to pay any en said mortgagee may enter upon and take possession of said
mortgaged property and after giving at least 21 days' notice tion of said property, by notice published once a week for	e of the time, place, and terms of sale, together with a descrip- three successive weeks in some newspaper published in the ocated, or by posting written notices at three public places in
said county, proceed, either in person or by agent, whether outery in front of the Courthouse in said County where the	in possession or not, to sell said mortgaged property at public e property is located, to the highest bidder for cash, the proceeds
attorney's fee for foreclosing this mortgage and collecting sa by said mortgagee for taxes, assessments, and insurance; (3)	l costs and expenses of making such sale, including a reasonable id indebtedness; (2) to payment of such sums as have been paid) to the payment of the amount due on said indebtedness with
	rs. apowered, in the name of and as attorney for mortgagors, to ee may purchase at such sale as if a stranger to this mortgage.
•	cluntary bankrupts, then the whole of the indebtedness hereby
IN WITNESS WHEREOF said, mortgagors have hereunto	set their hands and affixed their seals, on this the day and
Attest: 17 11 9: 15	Lavry F. Bailey (L.S.)
Mta TAX 8250	LARRY F. BAILEY (L.S.)
Jul 1.00 -450	DORTHA GODY BAILEY (L.S.)
	(L.S.)
State of Alahama }	
Mary E. Hawk	, a notary public in and for said county, hereby certify that
Larry F. Bailey and wife, Dortha	
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 14th day of	October 80
	Mary E. Dawk
	A Notary Public

.