

INSTALLMENT LOAN MORTGAGE

This instrument was prepared by .	417	
	izens Bank and Trust Company	
(Address) P. O. Bon 966, Alaba	ster, Alabama 35007	
STATE OF ALABAMA		
COUNTY OF Shelby)	
Know all men by these presents: That		
WHEREAS, the undersigned Bobb	y L. Morrison and wife, Carolyn Morrison	
Citizens Bank & Trust Co. (hereinaster reser	ne or more), is (are), contemporaneously with the execution hereof, ed to as "Bank" or "Mortgagee"), in the aggregate sum of Ten	becoming indebted to nousand
and No/100 Dollars	, evidenced by promissory note of	
	ster become indebted to said Bank, on promissory note or otherwise;	
nereafter arising whether joint or several, dand all renewals or extensions thereof, and nereinafter referred to as "other indebtedness."		dated or unliquidated, wise, all of which are
Mortgagors and all others executing this mo	these presents, that the undersigned Mortgagors, in consideration tgage, do hereby grant, bargain, sell and convey unto the said Mort	gagee that certain real
See Attached Schedule "A"	, COTOMS, COTILIES, COCCERCO CONTRA CON	
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Citizens Bank & Trust Company		water the second of the second
P.O. Box 966	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Alabaster, Alabama 35007	·	
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Together with all and singular the rig anywise appertaining; to have and to hold the Provided always, and this conveyance agreements herein contained, and shall we	encumbrances and against any adverse claims, except as stated above the privileges, tenements, hereditaments and appurtenances the above granted property unto the said Mortgagee, its successors and is upon the express condition, that if said mortgagors shall keepen and truly pay when due to the said Mortgagee the indebtedness fore defined according to their terms and conditions and the independence.	reunto belonging or in lassigns, forever. ep the covenants and receinabove mentioned

made by said Mortgagor and payable to the Mortgagee, or order, at Citizens Bank & Trust Company, Alabaster, Alabama, as follows:

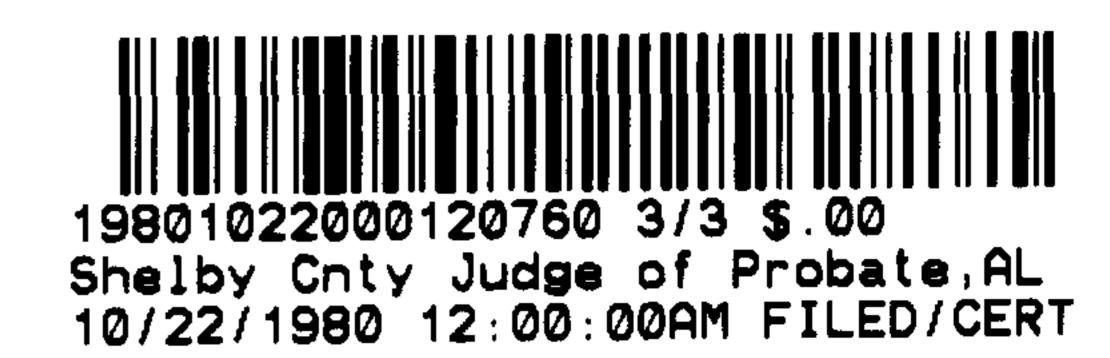
Payments shall be made in consecutive monthly installments on the unpaid balance of the load at an interest rate, and commencing on such date(s), as specified in note of even date executed simultaneously herewith and made a part bereof.

And shall also tuly pay, when due, any and all other de igations and liabilities of said Mortgagor! Morigagee, whether the same have been heretofore or are hereaster contracted, then these presents shall be void; otherwise they shall remain in full force. It is expressly understood that this instrument is intended to and does secure, not only the indebtedness herein specifically mentioned; but also any and all other debts, obligation and liabilities, direct or contingent, of said mortgagors to said Mortgagee. whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof at any time before actual cancellation of this instrument on the probate records of ____ Shelby ____ County, Alabama, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. And the Mortgagors hereby vest the Mortgagee with full power and authority, upon the happening of a default in the payment of said note(s), or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any other debt, obligation or liability hereby secured, or any renewals or extensions thereof, when due, or upon default in the performance of any of the covenants or agreements herein contained, or should the interest of said Mortgagee or assigns in said property become ermangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, to sell said property at public auction at the front door of the courthouse of said county, in lots or parcels or en masse as Mortgagee's agents, auctioneer or assigns deem best, for cash, to the highest bidder, after first giving twenty-one (21) days notice of the time, place and terms of such sale, together with a description of the property to be sold, by publishing the same once a week for three (3) consecutive weeks in a newspaper published in said county and state, and to make proper conveyance to the purchase and the proceeds of said sale to apply, first, to the payment of the expenses of such sale including advertising, selling and conveying and including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the said Mortgagors, the said Mortgagee may, at any sale made under this mortgage, become the purchaser of said property, or any part thereof or interest therein, like a stranger hereto in which event the auctioneer making the sale shall make the deed in the name of the Mortgagee and all recitals made in any deed executed under this Mortgagee shall be evidence of the facts therein recited. And said Mortgagors, their heirs, executors and administrators, hereby covenant with the said Mortgagee, its successors and assigns, that he (she) (they) is (are) seized of an indefeasible estate in fee simple in and to said property, that said property is free from all liens and encumbrances, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee and unto the purchaser at said sale, against the lawful claims of all persons whomsoever. And the said Mortgagors further expressly agree and covenant: 1. To pay said note(s), and all installments of principal and interest thereon, when they respectively fall due; **B00K** 2. To keep any buildings now, or which may hereafter be erected, on said property, in good repair, and insured against fire and windstorm, war damage and such other risks as Mortgagee may designate, by policies made payable to and deposited with the Mortgagee, and in such amount; not exceeding the indebtedness hereby secured and not exceeding the value of said buildings, as may be required by the Mortgagee; also, to pay such sums of money as may be deemed necessary or as may be required by Mortgagee for the proper preservation or protections of the security afforded hereby; 3. To pay promptly all taxes, assessments, liens and other charges which may be, or become, effective against said property, together with all penalties, costs, and other expenses incurred or which may accrue, in connection therewith; 4. That if it shall become necessary to employ an attorney to collect the debt, or any of the debts, hereby secured, or any portion thereof, or to foreclose this mortgage by sale under the power herein contained, or by bill in equity, or by an action at law, then the said Mortgagors shall pay and allow a reasonable attorney's fee, and this mortgage shall stand as security for the payment of the same; 5. The said Mortgagors agree to maintain possession of the property above described, subordinate to the rights of the Mortgagee. and in the event of litigation arising over the title to, or possession of, said property, the Mortgagee may prosecute or defend said litigation, and for any amounts expended by the Mortgagee in this behalf it shall have an additional lien, secured by this mortgage, upon said property; 6. That if the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf, it shall have an additional lien, secured by this mortgage, upon said property. 7. The Montgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereaster against said property, or for any work done upon said property, or materials surnished, and the money so advanced, together with interest thereon, shall be added to the indebtedness secured by this mortgage and shall be immediately due and payable to Mortgagee by Mortgagor. The provisions hereof shall enure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this the _____ Alabama STATE OF Shelby COUNTY OF Donna R. Caton _, a notary public in and for said county, in said state, hereby certify that Bobby L. Morrison and wife, Carolyn Morrison signed to the foregoing conveyance, and who are whose name^S me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. October 10th Given under my hand official seal this __ day of STATE OF COUNTY OF a notary public in and for said county, hereby certify that whose name as __ a 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

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Notary Public



SCHEDULE "A"

LEGAL DESCRIPTION:

Commencing at the Southeast corner of Section 33, Township 21 South, Range 2 West, thence run North along the east boundary line of said Section 33, a distance of 417.0 feet; thence turn an angle of 88 degrees 19 minutes to the left and run Westerly parallel to the South boundary line of said Section 33 for 2134.83 feet, ~ more or less to a point on the East right of way line of U.S. Highway 31 for point of beginning of property herein described (said point being the Northwest corner. of the Mayanice Walton property); thence turn an angle of 177 degrees 30 minutes to the right and run Easterly along the North line of said Walton property for 1067.41 feet; thence turn an angle of 02 degrees 15 minutes to the right and continue Easterly along the North line of said Walton property for 1066.94 feet, to a point on the East boundary line of said Section 33; thence turn an angle of 91 degrees 26 minutes 45 seconds to the left and run Northerly along said East line of said Section 33, a distance of 306.20 feet to a pine knot; thence turn an angle of 90 degrees 50 minutes to the left and run 2262.46 feet, more or less, to the East right of way line of 31; thence turn an angle of 117 degrees 24 minutes to the left and run along said highway right of way 159.11 feet; thence turn an angle of 4 degrees 54 minutes to the right and run along said highway right of way 130.39 feet to the point of beginning, all being in South & of SE% of Section 33, Township 21, Range 2 West, according to survey of Alton Young LS 1666, April, 1963.

> STATE OF ALA. SHELRY CO. I CERTIFY THIS

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