

This Instrument was prepared by:

19801112000128930 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/12/1980 00:00:00 FILED/CERTIFIED

Gene Spudley
CITY BANK OF CHILDERSBURG

P. O. Box 349

Childersburg, Alabama 35044

State of Alabama }

Talladega County

382

THIS MORTGAGE, made and entered into on this the 6 day of November, 19 80, by and between

Charles B. Berry and wife, Janet M. Berry

hereinafter 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 Fifteen Thousand

(\$ 15,180.00)

One Hundred Eighty & No/100----- Dollars, which is evidenced as follows to-wit: Promissory

Note due in 36 consecutive monthly installments of \$547.00 per month beginning January 12, 1981 and on the same day of each month thereafter, payments do include interest: interest at 16.50 per cent per annum

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:

Commence at the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 21, South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 254.65 feet to a point on the North R/W line of Smokey Road; thence turn an angle of 5 degrees 23' 12" to the right and run a distance of 238.54 feet to an old iron; thence turn an angle of 78 degrees 03' 03" to the right and run a distance of 196.81 feet to the point of beginning; thence turn an angle of 82 degrees 22' 11" to the left and run a distance of 218.94 feet to a point on the Eastern R/W line of a County Road; thence turn an angle of 80 degrees 31' 30" to the right and run a distance of 993.10 feet to a point; thence turn an angle of 98 degrees 16' 46" to the right and run a distance of 172.76 feet to a point; thence turn an angle of 80 degrees 34' 06" to the right and run a distance of 767.70 feet to a point; thence turn an angle of 111 degrees 34' 03" to the left and run a distance of 39.14 feet to a point; thence turn and angle to 71 degrees 26' 04" to the right and run a distance of 223.20 feet to the point of beginning.

This property is not located in a flood plain area.

This mortgage paid in full and satisfied this

the 7 day of April, 1982

City Bank of Childersburg
BY *Thomas A. Snowden, Jr.*

SEE PIA FILED VOL. 44, PAGE 26, ATTY. IN FACT

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.

P. O. BOX 1000
CHILDESBURG, AL 36006

TO

Mortgage Deed

State of Alabama

19801112000128930 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
11/12/1980 00:00:00 FILED/CERTIFIED

se of the Probate Court of said County hereby
ly that the foregoing mortgage was filed for
tration in this office at _____
ck _____ M., on the _____
of _____, 19____
was recorded in Vol. _____ Record of Mort-
pages _____ 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:

MTATAX 22.80
Dec 3.00
Jud 1.00
26.80

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
MORTGAGE WAS FILED

NOV 12 AM 11:10

JUDGE OF PROBATE

Charles B. Berry (L.S.)

Charles B. Berry

Janet M. Berry (L.S.)

Janet M. Berry

(L.S.)

(L.S.)

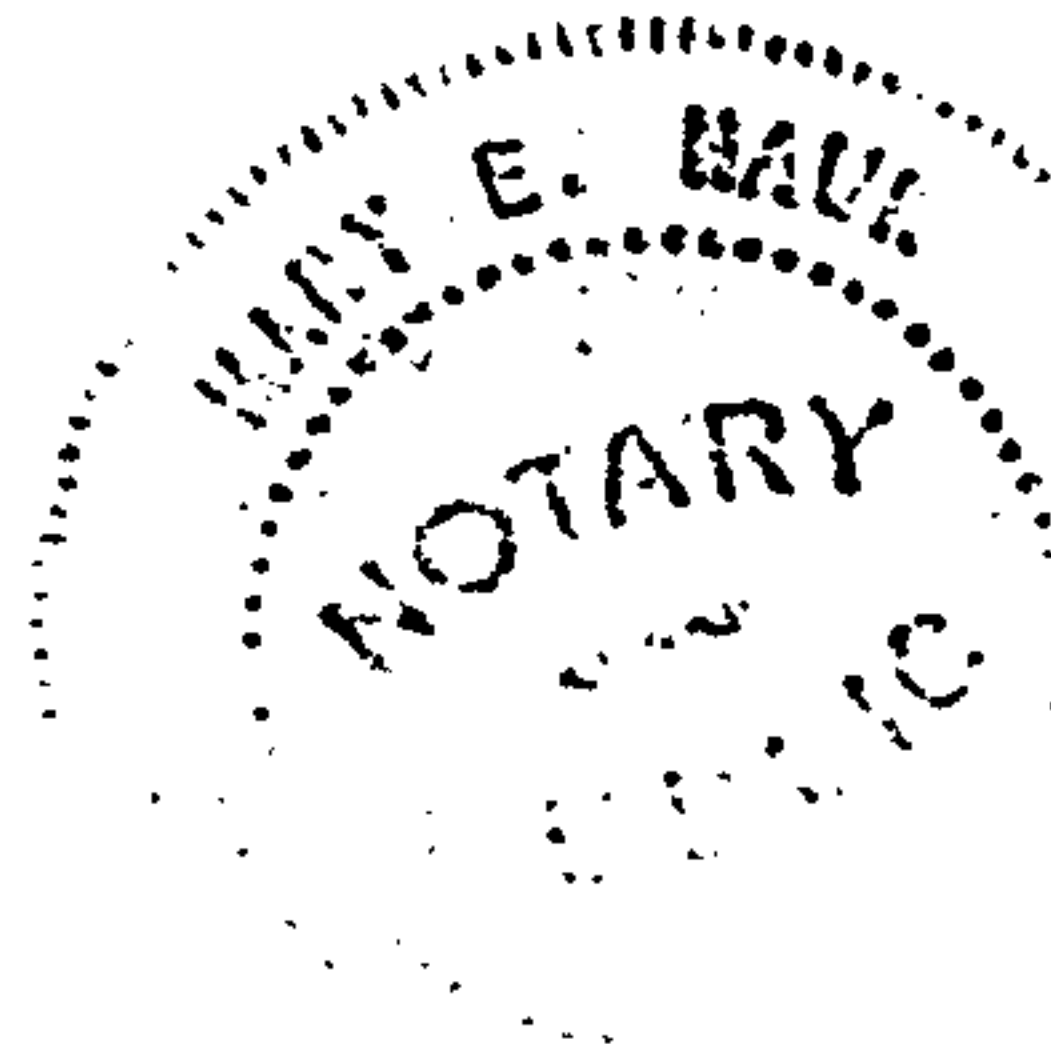
State of Alabama }

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

Charles B. Berry or Janet M. Berry

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 10 day of November, 19 80.



Mary E. Hawk
A Notary Public

COMMISSION EXPIRES SEPTEMBER 5, 1982