This instrument was prepared by

(Name)	William B	Watson	Jr. Senior Vice President Shelby State Ban	k
(Address)	P. O. Box	216	Pelham, Alabama 35007	••-•-
Form 1-1-22 Re		ritle ins	URANCE CORPORATION, Lirmingham, Alabama	د د د د د د د د د د د د د د د د د د د
STATE OF COUNTY	ALABAMA Shelby		KNOW ALL MEN BY THESE PRESENTS: That Whereas,	•
			Robert D. Byars and wife, Barbara E. Byars	

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof., and any renewals or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee.

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

Robert D. Byars and wife, Barbara E. Byars

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:

Lot 7, in Block 2, according to Survey of First Addition to Fall Acres Subdivision, in Map Book 4, Page 77, in the Probate Office of Shelby County, Alabama Situated in and being a part of the South Half of SW¼ of NW¼ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama. Situated in the Town of Alabaster, Shelby County, Alabama.

This is a Second Mtg.

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or
assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee
may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to
keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and
reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee,
as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee;
and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee,
then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's
own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended
by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the
debt hereby specially secured, and shall be
covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and
payable.

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 weck 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

		hancery, should HEREOF the un	; 		sed, said fee to be a to D. Byars and				•
have her	reunto set th	eir signature	s and s	seal, this	Robert D. Barbara E.	Hosenhol Wars Syar Byars	n you	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	EAL) EAL)
THE ST	ATE of	Alabama Shelby	COUNTY		Shelby	14000130570 Pg 2 Conty Judge of F 1980 00:00:00 F1	Probate,AL ILED/CERTIFIED	(8	EAL
I, hereby c	ertify that	he undersig	ned	J	, a Notary fe, Barbara E.	y Public in and f Byars		` , , ,	
that bein	ng informed o	ned to the foregof the contents of and and official Expires July 31,	f the convey seal this	vance have	executed the sam	on to me acknow e voluntarily on the successful and	the day the s	_	date.
THE ST	'ATE of ertify that		COUNTY		, a Notar	y Public in and 1	for said Count	y, in said	State,
being in for and	ration, is sign formed of the as the act of	_	ach conveyar	ice, he, as	who is known to m such officer and with day of	•			
								, Notary	Public
	Robert D. Byars and wife, Barbara E _{TO} Byars	Shelby State Bank	MORTGAGE DEED		1900 1101 it All Marchael Jud.	9:29	THIS FORM FROM	ers Title Insurance Grporation Title Guarantee Division LE INSURANCE—ABSTRACTS	Birmingham, Alabama