| | | - | | • |
|------|------------|-----|----------|----|
| This | instrument | WAS | prepared | by |

SHELBY

| (Name) | W. Gray Jo | nes - The | First Bank o | 6 Alabaster | * | |
|----------------|------------|-----------|--------------|--------------------------------------|-------------------|--|
| (Address) | Alabaster | | 35007 | ************************************ | | |
| Rorm 1-1-22 Re | | | | | | |
| STATE OF | ALABAMA | | KNOW ALL MEN | BY THESE PRESENT | TS: That Whereas. | |
| COUNTY | CHFIRV | · · | | | | |

Emmett W. Cloud and wife Margaret B. Cloud

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

THE FIRST BANK OF ALABASTER, Alabaster, Alabama

(hereinafter called "Mortgagee", whether one or more), in the sum -ONE HUNDRED FIVE THOUSAND AND NO/100 (\$ \$105,000.00), evidenced by One Promissory note of this date for a like amount plus all interest, recording sees, insurance and other charges, if any, and due in accordance with the terms and conditions of said note and all renewals thereof.

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

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

Emmett W. Cloud and wife Margaret B. Cloud

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: real estate, situated in SHELBY

LOTS 20, 33, and 62, according to Survey of QUAIL RUN, Phase 2, as recorded in Map 2) Book 7, Page 113, in the Probate Office of Shelby County, Alabama

LOTS 12, 13, 34, and 57 according to Survey of QUAIL RUN, Phase 3, as recorded in Map Book 7 Page 159 in the Probate Office of Shelby County, Alabama.

LOTS will be released from this mortgage upon payment of \$16,666.66 plus accrued interest for Lots in PHASE 11 and payment of \$13,750.00 plus accrued interest for Lots in PHASE 111.

| See > | Partial | release | _ Disc | Boon | 652 | Page | 4711 |
|------------|---------|------------|-----------|----------|-----|----------|--|
| 11 | *** |) / | 1) |) | 52 | 0,10 | -47 8-10-83 Lot 13 996 (10-5-83) Lot 57 |
| / / | 11 |) { |) / | 11 | 53 | <i>i</i> | 347 (10-2483) Let 33 |
| * | | | | | | | 9 (11-4-83) Let 33 |
| <i>1</i> / | / , | / • | | 11 | 53 | 11 766 | 0 (11-18-83) Lat 20 |
|) / | | | 16 | 11 | 56 | 11 371 | 7 (11-18-83) Let 20 (4-30-84) Let 62 |

Frist Bank y Maketer

To Have And I'v 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 week for three consecutive weeks, the time, place and terms of sale, we 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 | | |
|---|--|--|
| Emmett W. Cloud and u | vife Margaret B. Cloud | |
| have hereunto set their signature & and seal, their | his 14th day of November | 1980 . 19 (SEAT) |
| · • • • • • • • • • • • • • • • • • • • | | |
| | The Many Contraction of the Cont | |
| | *************************************** | (SEAL) |
| | | (SEAL) |
| THE STATE of ALABAMA SHELBY COUNTY | | |
| I, The Undersigned | , a Notary Public in an | ed for said County, in said State, |
| hereby certify that Emmett W. Cloud and wife | | |
| whose names signed to the foregoing conveyance, at that being informed of the contents of the conveyance. Given under my hand and official seal this 1446 | they executed the same voluntarily day of November 198 | |
| THE STATE of COUNTY hereby certify that | | nd for said County, in said State, |
| whose name as a corporation, is signed to the foregoing conveyance, a being informed of the contents of such conveyance, he for and as the act of said corporation. | of and who is known to me, acknowledge, as such officer and with full author | ged before me, on this day that, ity, executed the same voluntarily |
| Given under my hand and official seal, this the | day of | , 19 |
| | STATE CERTIFY THIS I CERTIFY THIS I STATE WAS FILE! | |
| • | 13:0 NOV 17 AM 8: 40 | |
| GE DEED | MINE OF FINE 15 7.50 May 157.50 Muc. 3-00 July 1615 | |