

INSTALLMENT LOAN MORTGAGE

This instrument was prepared by

(Name) Citizens Bank and Trust Company By Mary C. Baker
(Address) P. O. Box 966, Alabaster, Alabama 35007

STATE OF ALABAMA)

COUNTY OF Shelby)

Know all men by these presents: That

WHEREAS, the undersigned James W. and Lucy F. Waite Husband and wife

(hereinafter called "Mortgagors," whether one or more), is (are), contemporaneously with the execution hereof, becoming indebted to Citizens Bank & Trust Co. (hereinafter referred to as "Bank" or "Mortgagee"), in the aggregate sum of \$ 7,554.60

Seven thousand five hundred fifty four dollars and 60/100 note of even date herewith or;

WHEREAS, said Mortgagors may hereafter become indebted to said Bank, on promissory note or otherwise; and,

WHEREAS, it is desired by the parties here to secure any and all indebtedness of said Mortgagors to said Bank, now existing or hereafter arising whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, all of which are hereinafter referred to as "other indebtedness"

NOW, THEREFORE, know all men by these presents, that the undersigned Mortgagors, in consideration of the premises, said Mortgagors and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said Mortgagee that certain real property in the county of Shelby, State of Alabama, described as follows, to-wit:

Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter, Section 16, Township 21 South, Range 2 West, thence run South along the West line of said Quarter-Quarter Section a distance of 161.28 feet; thence turn an angle of 87 Degrees 32 minutes 47 seconds to the left and run a distance of 70.70 feet to the East margin of a County gravel road and the point of beginning; thence continue in the same direction a distance of 1652.58 feet; thence turn an angle of 87 degrees 32 minutes 32.25 seconds to the right and run a distance of 158.00 feet; thence turn an angle of 92 degrees 27 minutes 23.75 seconds to the right and run a distance of 1657.28 feet to the East margin of said county gravel road; thence turn an angle of 89 degrees 15 minutes 03 seconds to the right and run along said road margin a distance of 157.86 feet to the point of beginning. Situated in the North onehalf of the Southwest Quarter of Section 16, Township 21 South, Range 2 West, Shelby County, Alabama. Situated in Shelby County, Alabama.

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Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.
Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the above granted property unto the said Mortgagee, its successors and assigns, forever.
Provided always, and this conveyance is upon the express condition, that if said mortgagors shall keep the covenants and agreements herein contained, and shall well and truly pay when due to the said Mortgagee the indebtedness hereinabove mentioned and all "other indebtedness" as herein before defined according to their terms and conditions and the indebtedness hereinabove mentioned according to the tenor and effect of that (those) certain promissory note(s), of even date herewith, in the aggregate sum of Seven thousand five hundred fifty-four dollars (\$ 7554.60), made by said Mortgagor and payable to the Mortgagee, or order, at Citizens Bank & Trust Company, Alabaster, Alabama, as follows:

And shall also well and truly pay, when due, any and all other debts, obligations and liabilities of said Mortgagors to said Mortgagee, whether the same have been heretofore or are hereafter 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 endangered 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;
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 Mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter against said property, or for any work done upon said property, or materials furnished, 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 5th November day of 19 80

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF Alabama
COUNTY OF Shelby

I, Mary C. Baker, a notary public in and for said county, in said state, hereby certify that James W. and wife Lucy F. Waite

whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand official seal this 5th day of November 1980

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
[Signature]
Notary Public
My Commission Expires 11/22/1983

STATE OF Alabama
COUNTY OF Shelby

Int. 11.40
Rec. 3.00
Ind. 1.00
15.40

I, _____, a notary public in and for said county, hereby certify that

whose name as _____ of _____

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 _____ day of _____, 1980

CITIZENS BANK & TRUST COMPANY
P. O. BOX 100
ALABAMA CITY, AL 35007
Notary Public

See Release Miss Bl. 50-49-495 (5-3-83)

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