11/20/1980 00:00:00 FILED/CERTIFIEC

MORTGAGE DEED The State of Alabama, SHELBY November This Deed of Mortgage, made and entered on this, the between Amos D. Gilmore and wife, Flossie A. Gilmore the party of the first part, and _ Central State Bank, Calera, Alabama , party of the second part, WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of FIFTEEN THOUSAND TWO HUNDRED SIXTY FOUR AND 29/100 (\$15,264.29) DOLLARS. due by one (1) promissory note of this date, due and payable in 27 payments at \$630.00 each, with the first of these being due and payable on November 10, 1980. When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, ha ye_granted, bargained, sold, and conveyed and by these presents do____ grant, bargain, sell and convey to the said party of the second part the real estate property hereinafter described — that is to say, situated in the in the State of Alabama, and more particularly known as _____ County of ____Shelby **Q**() 78 Lot No. 5, in Block No. 8, of "Pine Grove Camp" as recorded in Map Book 4, PALLE Page 24, in the Probate Office of Shelby County, Alabama, and being situated in the SE's of the SE's of Section 12, Township 24, Range 15 East, EXCEPT mineral and mining rights, and also except those water rights heretofore conveyed to the Alabama Power Company by deed recorded in Deed Book 52, Page 176, in the BOOK Probate Office of Shelby County, Alabama. This mortgage is second and subordinate to that certain mortgage from Amos D. Gilmore and wife, Flossie A. Gilmore to Central State Bank as recorded in the Probate Office of shelby County, Alabama in Mortgage Book 384, Page 598.

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| ness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited. It is understood and agreed by and between the parties hereto that should the party of the second part make |
| any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall |
| stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured. To Have and to Hold to the said party of the second part, _its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, _its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest hidder, at public auction at Shelby County. Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more |
| and pay all taxes on the same which may become due on said property during the pendency of this mortgage. |
| It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same. |
| We further certify that the above property has no prior lien or encumbrance thereon. |
| Witness our hands and seals, the day and year above written. |
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| Signed, Sealed and delivered in the presence of |
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| Dossu a. Deforme. (L. S.) |

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| hereby certify that Amos D. Gilmo | re and wife, Floss | sie A. Gilmore |
| | | o are known to me, acknowledged b |
| fore me on this day that, being inform | | |
| same voluntarily on the day the same | bears date. | ر من المراجع ا |
| Given under my hand, this | | 12 Company Nasion Sucrey Company |
| The State of Alabama | | County |
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| I, | | , in and for said Cour |
| known to me to be the wife of the wit who, being examined separate and a of Mortgage, acknowledged that she s | thin-named part from the husband igned the same of her | d touching her signature to the within D r own free will and accord, and without fo |
| constraint, or threats on the part of | | |
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