

THIS INSTRUMENT WAS PREPARED BY

(NAME) Donna R. Caton for Citizens Bank and Trust Company

(ADDRESS) P. O. Box 966, Alabaster, Alabama 35007

STATE OF ALABAMA

]

COUNTY OF Shelby

]

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, THE UNDERSIGNED Melvin Jack Dean and wife Verna Mae Dean

(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 PRINCIPAL SUM OF Twenty One Thousand Seven Hundred Ninety Eight and 52/100 WITH INTEREST, EVIDENCED BY PROMISSORY NOTE OF EVEN DATE HERewith:

WHEREAS, SAID MORTGAGORS MAY HEREAFTER BECOME INDEBTED TO SAID BANK, ON PROMISSORY NOTES OR OTHERWISE; AND,

WHEREAS, IT IS DESIRED BY THE PARTIES HERETO 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,

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:

Description attached hereto and initialed by the mortgagors for identification, incorporated herein and made a part hereof.

SCHEDULE A cont'd.

LEGAL DESCRIPTION:

All that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, that lies and is situated South of the Columbiana-Calera Highway right of way, which said highway is also known as Alabama Highway No. 25, LESS AND EXCEPT, that part thereof conveyed to Alfred Horton, by deed recorded in Deed Book 153, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama, which excepted part is described therein as follows, to-wit: Beginning at the S.W. corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 35, Township 21, Range 1 West, and run North 501 feet; thence 364 feet Northeast along Highway No. 25; thence South 711 feet; thence West 364 feet to the point of beginning, this being 5 acres, more or less;

ALSO, LESS AND EXCEPT that part thereof conveyed to Alfred Horton by deed recorded in Deed Book 208, Page 539, in said Probate Records, which excepted part is described therein as follows, to-wit: Commencing at the Southwest corner of the said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 35, Township 21, Range 1 West, and run North 501 feet; thence run Northeast along the Southeast right of way of Highway No. 25, a distance of 364 feet to the point of beginning of the parcel conveyed; thence continue running Northeast along the Southeast right of way of Highway No. 25, and run a distance of 40 feet; thence run South parallel to the East boundary line of Alfred Horton's Property as described in Deed Book 153, Page 33, a distance of 711 feet, more or less, to the South boundary line of said quarter-quarter section; thence run West 40 feet to the Southeast corner of Alfred Horton's said property; thence run North along the East boundary line of Alfred Horton's said property a distance of 711 feet to the point of beginning;

ALSO, LESS AND EXCEPT the part thereof conveyed to Donald Horton and Joyce Horton, by deed recorded in Deed Book 238, Page 195, in said Probate Records, which excepted part is described therein as follows; to-wit: Commence at the Southwest corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 35, Township 21 South, Range 1 West, and run Easterly along the South line of said quarter-quarter section, a distance of 404 feet to S.E. corner of lot to Alfred Horton, as described in Deed Book 208, Page 539, in the Probate Office of Shelby County, Alabama, for the point of beginning of the tract herein described; thence continue Easterly along South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 115 feet to a wire fence; thence Northerly along wire fence a distance of 719 feet, more or less, to the South right-of-way line of Columbiana-Calera highway; thence in a Southwesterly direction along said highway right of way a distance of 128 feet, more or less, to the Northeast corner of Alfred Horton land, as described in said Deed Book 208, Page 539; thence in a Southerly direction along East line of said Alfred Horton land, a distance of 711 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

This mortgage is second and subordinate to that certain Mortgage to J. A. Tucker recorded in Mortgage Book 320 Page 875 in the Probate office of Shelby County, Alabama.

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, ACCORDING TO THE TENOR AND EFFECT OF THAT (THOSE) CERTAIN PROMISSORY NOTE(S), OF EVEN DATE HERewith, IN THE TOTAL PRINCIPAL

SUM OF Twenty One Thousand Seven Hundred Ninety eight and 52/100 DOLLARS

\$ 21,798.52), PAYABLE ON DEMAND, MADE BY SAID MORTGAGOR AND PAYABLE TO THE MORTGAGEE, OR ORDER, AT CITIZENS BANK & TRUST CO., ALABASTER, AL., WITH INTEREST THEREON PAYABLE AS FOLLOWS:

INTEREST SHALL BE COMPUTED AND PAID ON THE UNPAID PRINCIPAL BALANCE OF THIS LOAN AT AN INTEREST RATE AS SPECIFIED IN NOTE OF EVEN DATE EXECUTED SIMULTANEOUSLY HERewith AND MADE A PART HEREOF.

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, OBLIGATIONS 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 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

BOOK 408 PAGE 419

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 PURCHASER, 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 MORTGAGORS, AND ALL RECITALS MADE IN ANY DEED EXECUTED UNDER THIS MORTGAGE 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 PROTECTION 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.

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 2nd DAY OF December, 19 80.

Melvin Jack Dean (SEAL)

Vienna Mae Dean (SEAL)

STATE OF Alabama)

COUNTY OF Shelby)

I, Donna R. Cato

, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Melvin Jack Dean & wife Vienna Mae Dean WHOSE NAMES ASIGNED 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 EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF December, 19 80.

Donna R. Cato
NOTARY PUBLIC

STATE OF)

COUNTY OF)

I,

, A NOTARY

PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, 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

19
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

NOTARY PUBLIC

1980 DEC 12 AM 8:51

Thomas R. Shoultz, Jr.
JUDGE OF PROBATE

Mtg. 32.70

Rec. 7.50

Ind. 1.00

41.20

BOOK 408 PAGE 421