

The State of Alabama,

Shelby

540*Central State Bank  
Calera, Ala*

This Deed of Mortgage, made and entered on this, the 9th day of January, 1981,  
between Conrad M. Fowler, Jr. and wife, Rachel B. Fowler

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 SEVENTEEN THOUSAND THREE HUNDRED FORTY FIVE AND 95/100 (\$17,345.95) DOLLARS,  
due by one (1) promissory note of this date, due and payable in one payment of  
\$17,345.95, being due and payable on July 9, 1981.



19810119000006290 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
01/19/1981 00:00:00 FILED/CERTIFIED

When due and any and every extension or renewal thereof, \_\_\_\_\_  
and being desirous of securing payment of the same, in consideration thereof, have 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  
County of Shelby in the State of Alabama, and more particularly known as \_\_\_\_\_

Commence at the Northwest corner of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 25, Township 21 South,  
Range 1 West; thence proceed South 89 deg. 03 min. 30 sec. W (MB) along the North  
boundary of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 25, Township 21 South, Range  
1 West for a distance of 2285.43 feet to a point on the West right of way line of  
Washington Street; thence turn an angle of 100 deg. 18 min. to the left and  
proceed South 11 deg. 14 min. 30 sec. East (MB) along the said West right of way  
line of Washington Street a distance of 1295.51 feet to the point of intersection  
with the South right of way line of Bolton Lane; thence turn an angle of 100 deg.  
18 min. to the right and proceed South 89 deg. 03 min. 30 sec. West (MB) along the  
said South boundary of Bolton Lane, a distance of 284.58 feet to the point of  
beginning of the lot herein conveyed; thence continue South 89 deg. 03 min. 30 sec.  
West (MB) along the said South boundary of Bolton Lane a distance of 170.00 feet  
to a point; thence turn an angle of 90 deg. 00 min. to the left and proceed a  
distance of 200.00 feet to a point; thence turn an angle of 90 deg. 00 min. to the  
left and proceed a distance of 170.00 feet to a point; thence turn an angle of  
90 deg. 00 min. to the left and proceed a distance of 200.00 feet to the point of  
beginning.

Said lot lying in the SW $\frac{1}{4}$  of Section 25, Township 21 South, Range 1 West and has  
a 50 foot building or set back restriction from the South boundary of the said  
Bolton Lane.

This mortgage is second and subordinate to that certain mortgage to Jefferson  
Federal Savings & Loan Association, as recorded in Mortgage Book 403, Page 276,  
in the Probate Office of Shelby County, Alabama.

FILE RECORD MORTGAGE BOOK 403 PAGE 276 (1-3-84)



BOOK 400 PAGE 290

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This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, 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 bidder, 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 than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property 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.

Signed, Sealed and delivered in the presence of

\_\_\_\_\_ Edward M. Foster, Jr. (L. S.)

\_\_\_\_\_ Rachel B. Fowler (L. S.)

\_\_\_\_\_ (L. S.)

The State of Alabama, \_\_\_\_\_ Shelby \_\_\_\_\_ County

I, \_\_\_\_\_ the undersigned authority \_\_\_\_\_, in and for said County  
hereby certify that \_\_\_\_\_ Conrad M. Fowler, Jr. and wife, Rachel B. Fowler \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing conveyance, and who are \_\_\_\_\_ known to me, acknowledged be-  
fore me on this day that, being informed of the contents of this conveyance, they \_\_\_\_\_ executed the  
same voluntarily on the day the same bears date.

Given under my hand, this \_\_\_\_\_ 9th \_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_, 19 \_\_\_\_\_ 80.

*James E. Calver*  
Shelby County Judge of Probate

The State of Alabama, \_\_\_\_\_ County

I, \_\_\_\_\_, in and for said County  
do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, came before me  
the within named \_\_\_\_\_

known to me to be the wife of the within-named \_\_\_\_\_  
who, being examined separate and apart from the husband touching her signature to the within Deed  
of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear,  
constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.

19810119000006290 Pg 3/3 .00  
Shelby Cnty Judge of Probate, AL  
01/19/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
1981 JAN 19 AM 11:21

*Wtg TAX 26.10*  
*Deed 4.50*  
*Ind 1.00*  
*31.60*

*James E. Calver*  
Shelby County Judge of Probate

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