This instrument was prepared by

(Name) MERCHANTS & PLANTERS BANK 878

(Address) P. O. Box 250, Montevallo, Alabama 35115

19810129000010010 Pg 1/2 .00
Shelby Cnty Judge of Probate,AL
01/29/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Chuck L. Chism and wife Rosa D. Chism

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

Merchants & Planters Bank, Montevallo, Alabama, a corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of Eleven thousand four hundred fifty-five and 31/100------------------------------- Dollars ($11,455.31), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

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That part of the NE¼ of the NW¼ of Section 20, Township 22, South, Range 3 West, as follows:

Beginning at an iron stake on the East right of way of the Montevallo and Dogwood public road and run East a distance of 125 feet, thence North a distance of 100 feet, thence West a distance of 125 feet to the right of way of said public road, thence South a distance of 100 feet along the East right of way of said public road to the point of beginning. Said lot being a part of eight acres sold to HERBERT HAWKINS on the 28th day of May, 1946, by MRS. OLLIE JOHNSON and recorded in the office of the Probate Judge of Shelby County, in Vol. 125, Page 41, and later sold to TENNIE THOMAS on the 23rd day of September 1953, by HERBERT HAWKINS and recorded in the Office of the Probate of Shelby County in Vol. 167, Record of Deeds, Page 198. Also:

Begin at the Southeast corner of Oscar Sykes lot in the Town of Aldmont, Alabama, and run North 210 feet; thence East 105 feet; thence South 210 feet; thence West 105 feet along the North R. O. W. of a certain street running East from the Montevallo and Dogwood public road located in the SE¼ of the SW¼ of Section 17, Township 22, Range 3 West, containing ½ acre, more or less.

To Have and To 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, by 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

IN WITNESS WHEREOF the undersigned

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

have hereunto set their signature and seal, this 21st day of January, 1981

1981 JAN 29 AM 8 47

X Chuck L. Chism (SEAL)

Rosa D. Chism (SEAL)

(SEAL)

(SEAL)

1723
Rec. 300
100
21 23

JUDGE OF PROBATE

BOOK 409 PAGE 530

THE STATE of Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chuck L. Chism and wife Rosa D. Chism

whose name s 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of January, 1981

My Commission Expires September 14, 1984

Notary Public.

THE STATE of
COUNTY

I, the undersigned, 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

......................................, Notary Public

Return to:

TO

MERCHANTS & PLANTERS BANK
P. O. Box 250
Montevallo, Alabama 35115

MORTGAGE DEED