



1st. Deeds of Alabama,

Shelby

This Deed of Mortgage made and entered on this, the 1st day of February, 1981, between Tex Smith and wife, Joan Smith

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 TEN THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 45/100 (\$10,487.45) DOLLARS, due by one (1) promissory note of this date, due and payable in 1 payment of \$10,487.45, being due and payable on April 23, 1981.

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 Northeast corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama; thence Southerly along the East line of said NW $\frac{1}{4}$ Section for 55.9 feet; thence right 22 deg. 28 min. 25 sec. for 38.9 feet to a point on the West right of way of Shelby County Highway No. 107, and the South margin of an ingress-egress easement to the Town of Calera; thence continue West on the South margin of said easement for 626.9 feet to the point of beginning of the parcel herein described; thence left 90 deg. 30 min. 57 sec. for 441.05 feet; thence right 93 deg. 12 min. 08 sec. for 95.14 feet; thence right 23 deg. 12 min. 03 sec. for 447.22 feet; thence right 90 deg. 30 min. 57 sec. along the South margin of said Easement run Easterly for 95.0 feet to the point of beginning of the parcel herein described; said parcel being situated in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 21 South, Range 3 West.

Also, commence at the Northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36, T-21-S, R-3-W, thence run South along the East line of said NW $\frac{1}{4}$ Section a distance of 55.90 feet; thence turn an angle of 22 deg. 28 min. 25 sec. to the right and run a distance of 38.9 feet to the West R/W line of Shelby County Hwy. No. 107 and the point of beginning; thence continue in the same direction a distance of 826.70 feet; thence turn an angle of 90 deg. 30 min. 57 sec. to the left and run a distance of 70.00 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 100.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 257.62 feet; thence turn an angle of 89 deg. 29 min. 03 sec. to the left and run a distance of 937.60 feet to the West R/W line of Shelby County Hwy. No. 107; thence turn an angle of 92 deg. 25 min. to the left and run along said Hwy. R.W a distance of 328.80 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Sec. 36, T-21-S, R-3-W, Huntsville Meridian, Shelby County, Alabama.

THERE IS EXCEPTED from the above described parcels of land, 2 parcels heretofore sold to George E. Coulter and Carole A. Coutler, on January 30, 1980, as shown by Deed Book 324, Page 701, on June 25, 1980, as shown by Deed Book 327, Page 257, both in Probate Office of Shelby County, Alabama.

See Central Release Case Book 44 page 286 (3-1-82) 409 PAGE 622
See release Misc. Bk. 54 pp 835 (1/30/84)

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 the same, or if he shall fail to insure the same, 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.

John A. Smith (A.S.)

The State of Alabama, Shelby

County

the undersigned authority

of said County

now come, this 28th day of January 1981

whose names I signed to the foregoing conveyance, and who appeared before 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 28th day of January

1981

[Signature]

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____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 FEB -3 AM 9:05

[Signature]
JUDGE OF PROBATE

May 15.75
Rec. 4.50
Ind. 1.00
21.25

19810203000012140 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
02/03/1981 00:00:00 FILED/CERTIFIED

BOOK 409 PAGE 224