

(Name) The First Bank of Alabaster, Virginia Johnson

(Address) P.O. Box 246, Alabaster, Alabama 35007

Horm.1-1-22 Rev. 1-66

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Ernest W. Blankenship a single man.

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

The First Bank of Alabaster, Alabaster, Alabama 35007

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Thirty two thousand dollars and 00/100----- Dollars  
(\$ 32,000.00 ), evidenced by One promissory note of this date for a like amount plus all  
interest, recording fees, insurance and other charges, if any, and due in accordance  
with the terms and conditions of said note.

BOOK 409 PAGE 811

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt  
payment thereof. And any future advances.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Ernest W. Blankenship a single man.

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:

PARCEL I: A lot or parcel of land situated in the Northeast Quarter of the Southwest  
quarter, Section 28, Township 24, Range 12 East, containing two acres, more or less  
described as follows:

Starting at the Southeast corner of the Northeast Quarter of the Southwest Quarter  
run North 290 feet; thence West to center of County Road which is point of  
beginning. Thence Northward 305 feet, thence Westward 220 feet, thence Southward  
305 feet; thence Eastward 250 feet to point of beginning. EXCEPT right of way for  
County Road.

PARCEL II: Commencing at the Southeast corner of the Northwest Quarter of the  
Northeast Quarter of Section 28, Township 24 North, Range 12 East and run thence  
North along the East line of said Quarter-Quarter a distance of 200 feet to a  
point; thence run West and parallel to the South line of said Quarter-Quarter  
Section a distance of 975 feet, more or less to a point on the East right of way  
line of a paved public road running through said Quarter-Quarter; thence run in  
a Northerly direction along the East right of way line of said public road a  
distance of 695 feet to a point which is the Southwest corner of the lot owned  
by Thomas M. Burnett and wife, Irene M. Burnett, as shown by Deed recorded in  
Book #567 at Page 134, in the Office of the Judge of Probate of Chilton County,  
Alabama, thence run in an Easterly direction and parallel to the north line of  
said Quarter-Quarter a distance of 285 feet to a point, thence run North and  
parallel to the East boundary line of said quarter-quarter a distance of 425 feet  
to a point on the North line of said Quarter-Quarter, which point is also 275  
feet from the East right of way line of said public road, thence run East along  
the North line of said Quarter-Quarter to the Northeast corner of said Quarter-  
Quarter section; thence run South along the East line of said quarter-quarter  
to the point of beginning. Being situated in the Northwest Quarter of the North-  
east Quarter of Section 28, Township 24 North, Range 12 East, Chilton County,  
Alabama.



To Have and To Hold the above granted property unto the said Mortgagee, his heirs, assigns, 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 of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Ernest W. Blankenship a single man.

have hereunto set his signature and seal, this 6th. day of February, 19 81

Ernest W. Blankenship (SEAL)

STATE OF ALA. SHELBY CO. (SEAL)

I CERTIFY THIS (SEAL)

1981 FEB 11 AM 9:08

19810211000015080 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
02/11/1981 00:00:00 FILED/CERTIFIED

THE STATE of Alabama  
Shelby

COUNTY OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State,

hereby certify that

Ernest W. Blankenship

whose name is 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 is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of February, 19 81

Notary Public.

THE STATE of

COUNTY }

My Commission Expires July 17, 1984

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

Notary Public

MORTGAGE DEED

THIS FORM FROM

TO

Return to: