

This instrument was prepared by

(Name) Y. Geron Daniel, Jr. Office Manager Shelby State Bank

(Address) P. O. Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Horace Edgar Carden and wife, Ruby Lee Carden

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

Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum

of Nine Thousand Eighteen and no/100----- Dollars
(\$ 9,018.00), evidenced by their note of even date

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

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

Horace Edgar Carden and wife, Ruby Lee Carden

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:

A parcel of land located in Section 3, Township 24 North, Range 15 East, more particularly described as follows: Commence at the NW corner of Section 3, Township 24 North, Range 15 East, thence run East along the North line of said Section a distance of 2194.81 feet to the point of beginning; thence continue East along the North line of said Section a distance of 839.35 feet to the NW margin of a County Gravel Road; thence turn an angle of 120 degrees 30 minutes 18 seconds to the right and run along said Road a distance of 84.22 feet; thence turn an angle of 28 degrees 13 minutes 34 seconds to the right and run along said Road a distance of 119.49 feet; thence turn an angle of 7 degrees 31 minutes 17 seconds to the right and run a distance of 274.76 feet; thence turn an angle of 10 degrees 46 minutes 30 seconds to the right and run along said road a distance of 122.81 feet; thence turn an angle of 13 degrees 26 minutes 15 seconds to the right and run along said road a distance of 59.13 feet; thence turn an angle of 10 degrees 54 minutes 22 seconds to the right and run along said road a distance of 75.42 feet; thence turn an angle of 7 degrees 05 minutes 04 seconds to the right and run along said road a distance of 201.06 feet; thence turn an angle of 71 degrees 32 minutes 40 seconds to the right and run a distance of 193.80 feet to the point of beginning. Situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 24 North, Range 15 East, Shelby County, Alabama, and containing 3.89 acres.
Situated in Shelby County Alabama

...assessments which imposed liability 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 full and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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

Horace Edgar Carden and wife, Ruby Lee Carden

have hereunto set their signatures and seal, this

day of , 19

Horace Edgar Carden (SEAL)
Horace Edgar Carden
Ruby Lee Carden (SEAL)
Ruby Lee Carden
..... (SEAL)
..... (SEAL)

19810302000023580 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
03/02/1981 00:00:00 FILED/CERTIFIED

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Horace Edgar Carden and wife, Ruby Lee Carden

whose names 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19
Mary C. Volkmuth Notary Public.

THE STATE of COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

whose name is 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 Seal, Notary Public
NOTARY SEAL
FILED

1981 MAR -2 AM 9:10

Thomas A. Shumaker
JUDGE OF PROBATE

Int. 13.65
Rd. 3.00
Ind. 1.00
17.65

Return to:

Horace Edgar Carden and wife,
Ruby Lee Carden

TO

Shelby State Bank

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama