

STATE OF ALABAMA

SHELBY COUNTY.

THIS INDENTURE, Made and entered into on this, the 19 day of March 1981 by and between

Wilma Jean Lybrand, a widow

hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg  
a banking corporation hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Wilma Jean Lybrand, a widow  
is

justly indebted to the Mortgagee in the sum of Sixteen thousand forty nine & 88/100  
Dollars (\$16,049.88) which is

evidenced as follows, to-wit:  
One promissory installment note of even date from Mortgagors to Mortgagee  
in the sum of \$16,049.88; including principal and interest and said sum  
payable as follows: 83 equal, consecutive, monthly installments of \$192.00  
each, commencing on the 1st day of May, 1981, and continuing on the 1st  
day of each month thereafter until the 1st day of April, 1988, when the final  
payment of \$113.88 shall be due and payable.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in  
order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the  
Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

Begin at the SW corner of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 27, Township 19, Range 1  
East and run South along the West line of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section 27, 83.4  
feet to a fence; thence along said fence run South 79 degrees East 592.6 feet;  
thence continue along said fence North 45 degrees 30 minutes East 249.7 feet  
to a rock corner at a fence row, thence along said fence run North 89 degrees  
30 minutes East 313.4 feet; thence South 87 degrees East 92.2 feet; thence  
South 39 degrees East 114 feet; thence North 88 degrees 30 minutes East 68.7  
feet; thence continue along a fence row North 7 degrees 30 minutes East 555.3  
feet to a branch; thence along same South 76 degrees West 78.6 feet; thence  
continue along same North 64 degrees West 119 feet; thence continue along  
same North 89 degrees West 51.7 feet; thence continue along same North 84  
degrees 30 minutes West 331.2 feet; thence continue along same North 80 degrees  
West 122.3 feet; thence South 36 degrees West 163 feet; thence North 53  
degrees 20 minutes West 280.1 feet; thence South 29 degrees 33 minutes West  
50 feet; thence North 74 degrees 30 minutes West 80 feet; thence South 25  
degrees 30 minutes West 210 feet; thence North 78 degrees West 75 feet;  
thence North 89 degrees West 172 feet to the East right-of-way line of the  
Westover paved road; thence along same South 9 degrees West 136 feet; thence  
continue along same South 5 degrees West 322.3 feet; thence North 87 degrees  
30 minutes East 81 feet to the point of beginning. LESS AND EXCEPT that portion  
of said land conveyed to Allen Washington and wife, Ada V. Washington by deed  
dated March 25, 1948, recorded in Deed Book 134, Page 191, in the Office of  
the Judge of Probate of Shelby County, Alabama; and ALSO LESS AND EXCEPT that  
deed dated February 22, 1954, and recorded in Deed Book 168, Page 457, in  
the Office of the Judge of Probate of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

*Hanson & Cowell*



TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L. S.) Wilma Jean Lybrand (L. S.)  
Wilma Jean Lybrand  
(L. S.) (L. S.)

This mortgage paid in full and satisfied this  
the 3<sup>rd</sup> day of November 1981.  
BY Thomas P. Henderson  
BEE PIA FILED VOL 42 P. 700 ATTY. IN FACT

STATE OF ALABAMA }  
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....  
Wilma Jean Lybrand, a widow  
whose name.....is.....signed to the foregoing conveyance, and who.....is.....known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance,.....executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19 day of March 19 81

*Lara Ann Price*  
Notary Public

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STATE OF ALABAMA, }  
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the.....day of.....19....., came before me the within named.....known to me (or made 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 conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the.....day of.....19.....

.....  
Notary Public

STATE OF ALABAMA, SHELBY CO.  
I CERTIFY THIS  
STATEMENT WAS FILED  
1981 APR -1 PM 2:29  
*Thomas P. Anderson, Jr.*  
JUDGE OF PROBATE

*Mtg. tax - 24 15*  
*Rec. 4 50*  
*1 00*  

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*29 65*