

The State of Alabama,

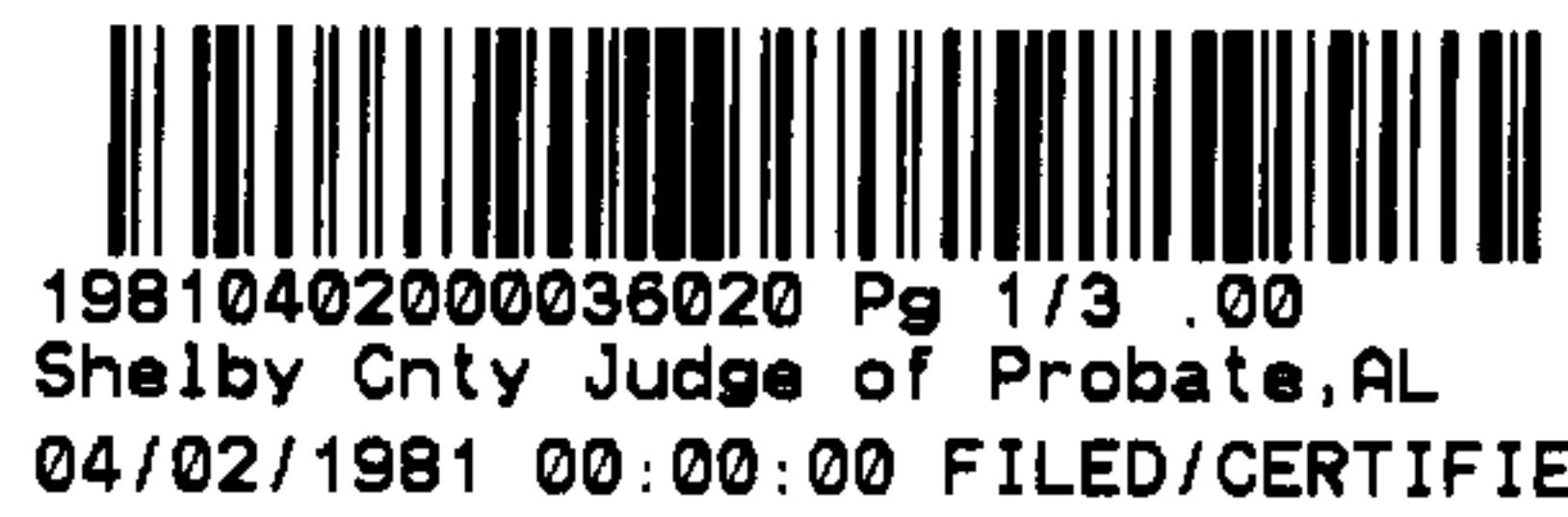
SHELBY

Central State Bank  
Calera, Alabama  
Shelby County, Alabama  
Book \_\_\_\_\_  
Page \_\_\_\_\_

This Deed of Mortgage, made and entered on this, the 19th day of March, 1981  
between Etta Boles, a Widow

the party of the first part, and Central State Bank, Calera, Alabama

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of FOUR THOUSAND FIVE HUNDRED SIXTY TWO AND 63/100 (\$4,562.63) DOLLARS, due by one (1) promissory note of this date, due and payable in one payment of \$4,562.63 being due and payable on January 15, 1982



When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, has 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

PARCEL I: The SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 32, Township 21 South, Range 2 West, All that part of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, lying West of L & N Railroad right of way. All that part of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, lying West of L & N Railroad right of way. Situated in Shelby County, Alabama.

PARCEL II: A lot or parcel of land in the S $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: From the NE corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 32, as point of beginning, run West along a fence dividing the land of Boles and Ala. Power Company for 1111.5 feet to a point on the East right of way line of I-65 Highway; run thence Southeasterly along said road line for 1654.4 feet to a point where said line is intersected by a fence depicting the South line of Section 32; run thence Easterly along said fence for 186 feet to a fence corner post marking the SE line of the Sudsberry lot; run thence N 05 deg. 04' East along the West line of said Sudsberry lot (a fence) for 105 feet; run thence North 83 deg. 39' East along the North line of said Sudsberry lot (a fence) for 366.2 feet; run thence North 15 deg. 12' West for 1259.2 feet, and back to the point of beginning, and containing 26 acres, more or less.

Also, an easement 15 feet in width for ingress and egress described as follows: 15 feet even width extending Northerly from the point of intersection of the East line of the Sudsberry lot and the Northerly margin of a public dirt road for 120 feet. Situated in Shelby County, Alabama.

LESS AND EXCEPT that certain property included in the Partial Release by Central State Bank, dated January 30th, 1981, and filed for record on February 3, 1981, and recorded in Miscellaneous Book 39 at Page 269, in the Probate Office of Shelby County, Alabama.

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.

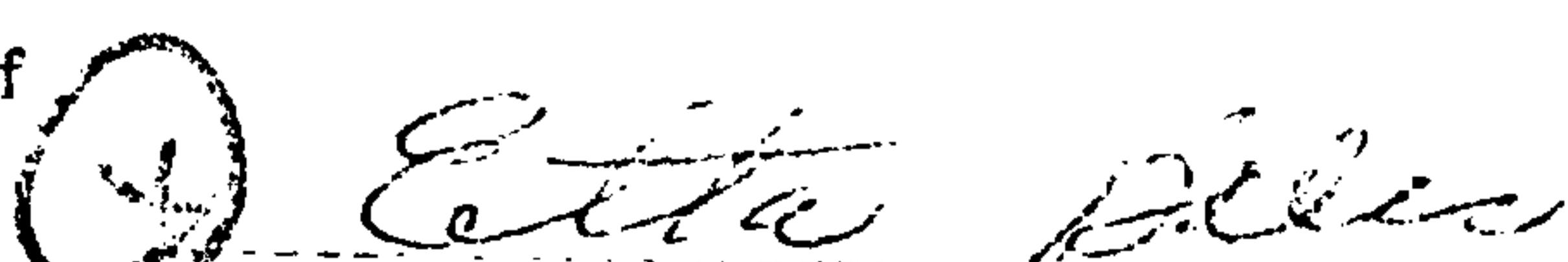
To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before 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 taxes on same, or to insure said buildings, 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 my hand and seal   , the day and year above written.

Signed, Sealed and delivered in the presence of



(L. S.)

(L. S.)

(L. S.)

The State of Alabama,

SHELBY

County

I, \_\_\_\_\_ the undersigned authority \_\_\_\_\_, in and for said County hereby certify that Etta Boles, a Widow

whose name 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 this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand, this 19th day of March

, 1981.

*Jeanne E. Cullen*  
Notary Public, State of Alabama  
My Commission Expires April 1, 1982  
Baldwin County, Alabama  
Excluded from the above 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 \_\_\_\_\_

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Shelby Cnty Judge of Probate, AL  
04/02/1981 00:00:00 FILED/CERTIFIED

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\_\_\_\_\_.  
  
*Jeanne E. Cullen*  
JUDGE OF PROBATE

1981 APR -2 PM 10:30

1 Mtg. Tax 690  
Rec. 450  
Adv. 100

12 YO