

STATE OF ALABAMA

Shelby COUNTY.

FUTURE ADVANCE MORTGAGE

164

THIS INDENTURE, Made and entered into on this, the 24th day of April 1981 by and between

Frances Ophelia Wyatt, an unmarried woman

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

WITNESSETH: That, WHEREAS, the said Mortgagors

justly indebted to the Mortgagee in the sum of Ninety-five thousand and no/100

evidenced as follows, to-wit:

due by various promissory notes due February 1, 1982.

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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:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama. LESS AND EXCEPT the following described property recorded in Deed Book 151, page 211, more particularly described as follows: Begin at the point where the East right-of-way line of Alabama Highway No. 25 crosses the South line of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 20, Range 2 East and run along said right-of-way line in a Northerly direction 400 feet; thence East and Parallel with the South line of said 40 acres 400 feet; thence in a Southerly direction and parallel with said highway right-of-way line 400 feet to the South line of said 40 acres; thence along same West 400 feet to the point of beginning. ALSO, LESS AND EXCEPT that portion conveyed to Eva Prince by instrument recorded in Deed Book 137, Page 421, more particularly described as follows: Part of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 20, Range 2 East, more particularly described as follows: Begin on West Line of Alabama Highway #25 at a point where it crosses the North line of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 20, Range 2 East and run West along the North line of said forty acres 300 feet; thence South and parallel with the West line of said forty acres 100 feet; thence East and parallel with the North line of said forty acres 300 feet; more or less, to the West line of said highway; thence along same in Northerly direction 100 feet to the point of beginning, being situated in Shelby County. ALSO, LESS AND EXCEPT that portion conveyed to Leonard M. Wyatt, Jr. by instrument recorded in Deed Book 176, Page 193, more particularly described as follows: Begin at the Southwest corner of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 20 South, Range 2 East and run North 87 degrees 30 minutes East 972 feet to the West right-of-way line of Alabama Highway No. 25; thence turn an angle of 78 degrees 15 minutes to the left and run along said right-of-way line 305.5 feet to a point; thence turn an angle of 101 degrees 45 minutes to the left and run 1033.8 feet to the West line of said forty acres; thence turn an angle of 90 degrees to the left and run South along the West line of said 40 acres 300 feet to the point of beginning. ALSO, LESS AND EXCEPT that port:

-CONTINUED-

P.O. Box 329
Childersburg, 35044

This mortgage paid in full and satisfied this the 8 day of April 1982

First Bank of Childersburg
BY Thomas A. Snowden, Jr.

SEE P/A FILED VOL 44 P 638 ATTY. IN FACT

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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.) x *Ophelia R. Wyatt* (L. S.)
(L. S.) x *Richard T. Wyatt* (L. S.)

STATE OF ALABAMA, }
Talladega COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

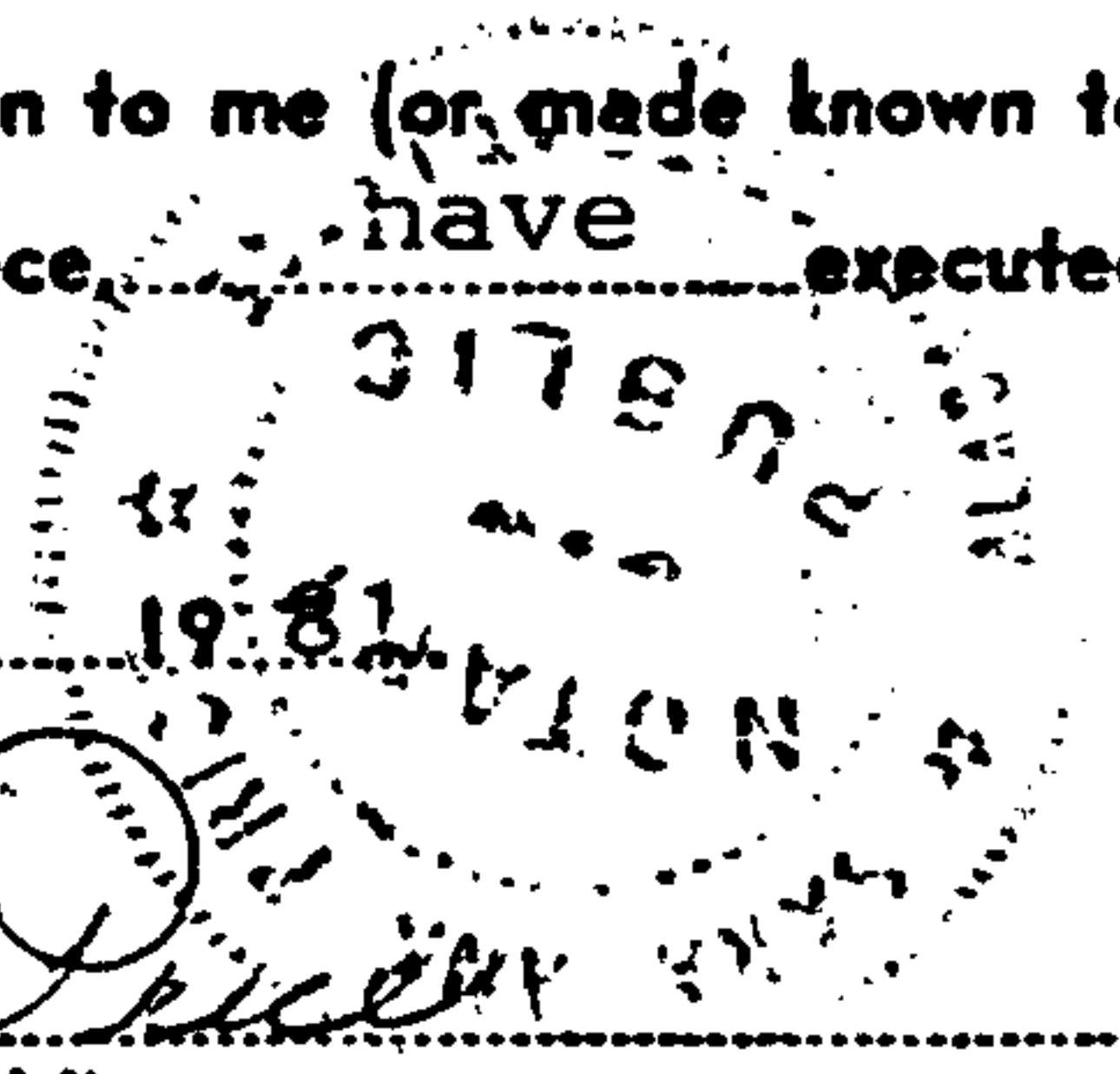
Frances Ophelia Wyatt, an unmarried woman.....

whose name is signed to the foregoing conveyance, and who are known to me (or made 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 seal this the 24th day of April

[Signature]

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

conveyed to J. T. Spates by instrument recorded in Deed Book 207, Page 447, more particularly described as follows: Begin at a point on the North line of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 9, Township 20 South, Range 2 East where the same is intersected by the East right-of-way line of Alabama Highway No. 25 and run thence East along the North line of said forty acres and along the North line of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 416 feet; thence run in a Southerly direction and parallel with the East right-of-way line of said highway 210 feet; thence run West and parallel with the North line of said forty acres 416 feet to the East right-of-way of said highway; thence run in a Northerly direction along said right-of-way of said highway 210 feet to the point of beginning. Situated in Shelby County, Alabama.

FILED IN ALA. SHELBY CO.
CERTIFIED TRUE
NOTARY PUBLIC

MAY -6 AM 8:31

[Signature]
NOTARY PUBLIC

mtg.	142.50
Rec.	4.50
Incl.	1.00
	148.00