

STATE OF ALABAMA }  
Shelby COUNTY. }

THIS INDENTURE, Made and entered into on this, the 794 7th day of May 19 81 and between  
C.C. & S. Development, William M. Schroeder, Dorothy D. Schroeder, James L. Carden, Sabra Carden, Clyde Carden, Fannie Carden  
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg,  
a banking corporation  
hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said C.C. & S. Development, William M. Schroeder, Dorothy D. Schroeder, James L. Carden, Sabra Carden, Clyde Carden, Fannie Carden

justly indebted to the Mortgagee in the sum of Thirty three thousand four hundred & 80/100  
(33,400.80) Dollars evidenced as follows, to-wit:

On promissory installment note of even date from Mortgagors to Mortgagee in the sum of \$33,400.80 including principal and interest and said sum payable as follows: 60 equal, consecutive, monthly installments of \$556.68 each, commencing on the 15 day of June 1981, and continuing on the 15th day of each month thereafter until the final payment 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:

Parcel I:  
Commence at the Northeast corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 22 South, Range 2 West and run South along the East line of said Quarter-Quarter Section for 100 feet to the point of beginning; thence continue South along the East line of said Quarter-Quarter Section for 133.80 feet; thence to the right with an interior angle of 99 deg. 25 min. and run Westerly for 400.68 feet to East right-of-way of a County Road; thence to the right with an interior angle of 90 deg. 00 min. and run Northerly along said right-of-way of said county Road for 213 feet to South right-of-way of Old Alabama Highway No. 25; thence to the right with an interior angle of 113 deg. 00 min. and run Easterly along south right-of-way of old Alabama Highway No. 25 for 165.35 feet; thence to the right with an interior angle of 147 deg. 35 min. and run Easterly along North line of said Quarter-Quarter Section for 167.60 feet; thence to the right with an interior angle of 90 deg. 00 min. and run South 100 feet; thence left with an interior angle of 270 deg. 00 min. and run Easterly for 125 feet to the point of beginning; being and lying in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 22 South, Range 2 West, Shelby County, Al.

Parcel II. Attached

HARRISON & CONWILL  
P. O. BOX 557  
COLUMBIANA, ALABAMA 35051

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TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereto 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 premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrances and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

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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 payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudged 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 — and 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.

  
William M. Schroeder

(L. S.)

  
Dorothy D. Schroeder

(L. S.)

  
James L. Carden

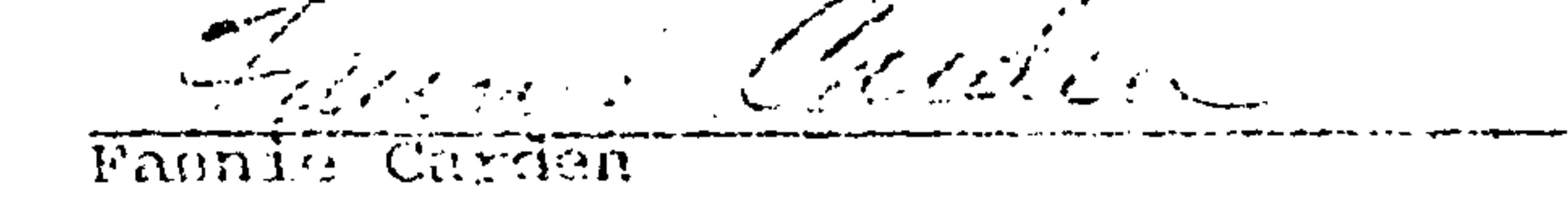
(L. S.)

  
Sabra Carden

(L. S.)

  
Clyde Carden

(L. S.)

  
Fannie Carden

(L. S.)



**Parcel II:**

Commencing at the Northwest corner of Section 1, Township 24 North, Range 13 East, thence North 86 deg. 10 min. East a distance of 188.30 feet to the point of beginning; said point being on the East right-of-way line of I-65; thence northerly along said right-of-way a distance of 895.40 feet to a point; thence North 88 deg. 10 min. East a distance of 704.12 feet to a point; thence North 3 deg. 30 min. West a distance of 429.10 feet to a point, said point being 60.00 feet south of a ditch, the north property line; thence northwesterly and parallel to said ditch a distance of 321.60 feet to a point that intersects the East right-of-way line a distance of 75.00 feet, more or less, to a point at said ditch; thence along the ditch in an easterly direction a distance of 432.50 feet, more or less, to a point on the East property line; thence South 3 deg. 30 min. East a distance of 1,511.22 feet to a point; thence South 86 deg. 10 min. West a distance of 771.70 feet to the point of beginning; said land being situated in the SE 1/4 of NW 1/4, NE 1/4 of SW 1/4, SW 1/4 of NE 1/4 and the NW 1/4 of SE 1/4, Section 22, Township 22 South, Range 2 West, Shelby County, Alabama.

C.C. & S Development  
Mortgage dated May 7, 1981  
First Bank of Childersburg

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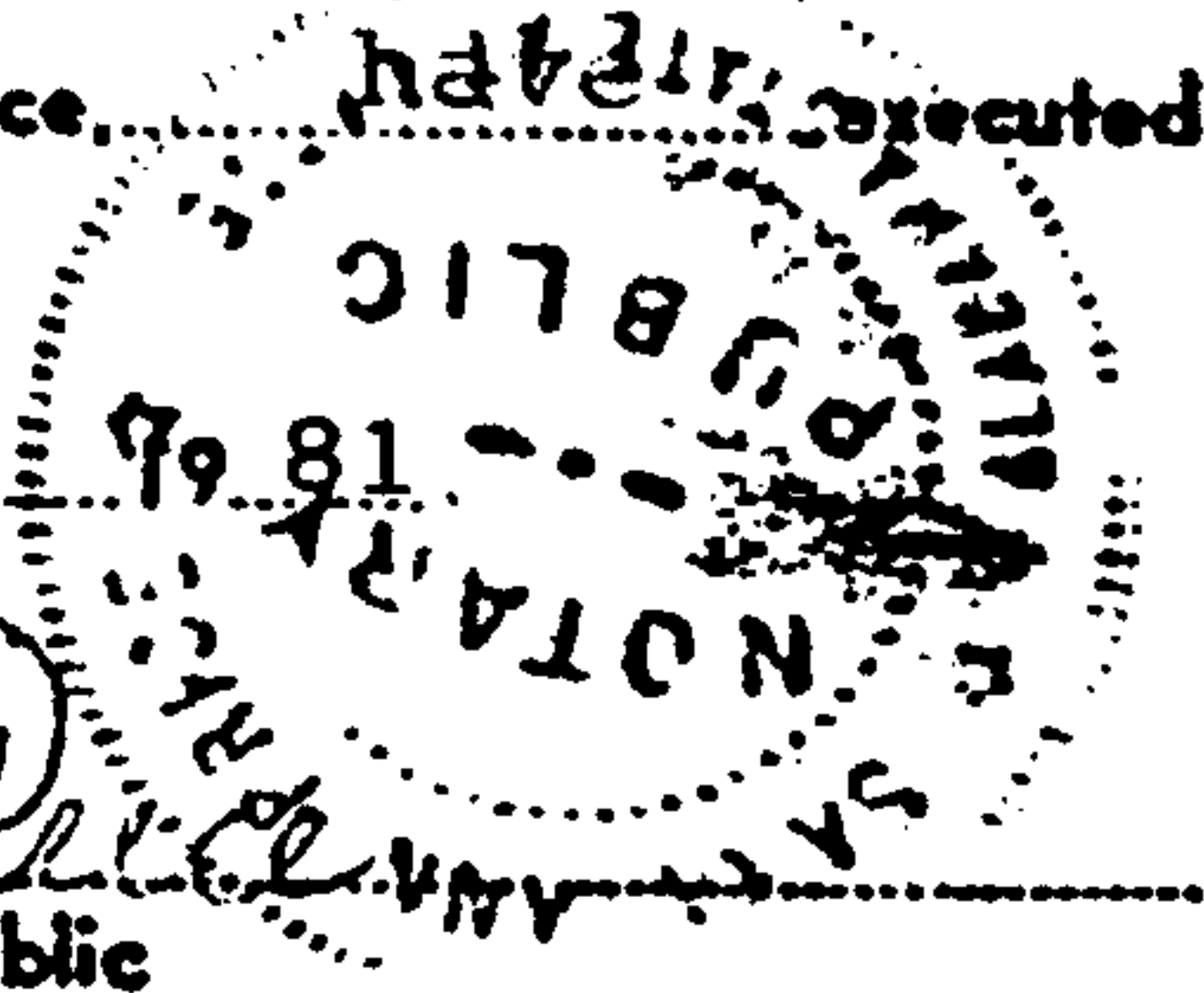
STATE OF ALABAMA,  
Shelby COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Dorothy D. Schroeder, William M. Schroeder, James L. Carden, Sabra Carden, Clyde Carden, Fannie Carden

whose name/s/are 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 7th day of May

Sara 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.  
J. L. GENTLEY, III  
JUDGE OF PROBATE

1981 MAY 21 PM 2:57

J. L. GENTLEY, III  
JUDGE OF PROBATE

Noty. 50.25  
Re. 8.50  
Ord. 1.00  
59.75