

THE STATE OF ALABAMA, }

SHELBY County }

487-A



19810715000077340 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
07/15/1981 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned

Hurshel L. Sizemore and wife, Velma E. Sizemore

(hereinafter called the Mortgagor) has

become justly indebted to Calera Baptist Church, Inc.

(hereinafter

called the Mortgagee) in the sum of Five Thousand (\$5,000.00)

Dollars

due by one promissory note

and whereas, the said Calera Baptist Church, Inc.

desirous of securing the prompt payment of said note when the same falls due, now, therefore, in

consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said

Hurshel L. Sizemore and wife, Velma E. Sizemore

have bargained and sold, and do hereby grant, bargain, sell and convey unto the said

Calera Baptist Church, Inc.

the following described real estate situated in Shelby

County

and State of Alabama, to-wit: All of Lot No. 16, in Block No. 266, according to

J. H. Dunstan's Survey and Map of the Town of Calera, Alabama.

ALSO, all of that part of Lot No. 17, in Block No. 266, according to J. H.

Dunstan's Map and Survey of the Town of Calera, Alabama, described as follows

to-wit: Commencing at the Northeast corner of said Lot No. 17, in Block No.

266, as aforesaid, and run thence in a Southerly direction along the East

line of said Lot No. 17, for a distance of 5 feet to the point of beginning

of the lot herein described and conveyed; run thence in a Westerly direction

and parallel with the North line of Lot No. 17 for a distance of 50 feet to

a point; run thence in a Southwesterly direction to the Southwest corner of

said Lot No. 17; run thence in an Easterly direction and along the South

line of said Lot No. 17, a distance of 150 feet, more or less, to the West

Margin of Sixteenth Street; run thence in a Northerly direction along the

West line of Sixteenth Street and along the East line of said Lot No. 17

a distance of 45 feet, more or less, to the point of beginning, and being

a part of the East Half of Fractional Southwest Quarter of Section 21,

Township 22, Range 2 West.

All Situated in Shelby County, Alabama

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee..., their heirs and assigns forever, and for the purpose of further securing the payment of said promissory note..... do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should we..... make default in the payment of same, the said mortgagee.... may at their..... option pay off the same; and to further secure said indebtedness first above named..... agree.... to keep said property insured for at least..... Thirty-five Thousand (\$35,000.00)..... Dollars, loss, if any, payable to said mortgagee.... as..... interest may appear, and if we fail to keep said property insured as above specified, then the said mortgagee.... may, at their option, insure said property for said sum for..... own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee.... shall become a debt to said mortgagee.... additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagee.... and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagors... pay said note..... and reimburse said mortgagee.... for any amounts..... may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee..., or should said note..... or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee.... or of 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, their agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 30 days, notice, by publication once a week for 4 consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in Shelby County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note..... 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 mortgagors...; and we further agree that said mortgagees, their agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and we further agree to pay a reasonable attorney's fee to said mortgagees or their assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part

of the debt hereby secured.

BOOK 414 PAGE 104

Witness our hand and seal this 10 day of July A. D. 1981

WITNESS

Bruce M. Neen

Bruce M. Neen

Hershel L. Syemer (SEAL)

Velma E. Syemer (SEAL)

State Tax \$

Recording Fee, \$

Judge of Probate.

days of 19

Page on the

in Vol. Records of Deeds,

, 19, and was recorded

registration in this office on the day of

certify that the foregoing conveyance was filed for

Judge of the Probate Court of said County, hereby

County

THE STATE OF ALABAMA

Mortgage Deed

TO

19810715000077340 Pg 4/4 .00
Shelby Cnty Judge of Probate, AL
07/15/1981 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 Hurshel L. Sizemore and wife, Velma E. Sizemore

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 this conveyance, they
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 10th day of July A. D. 19 81

Bruce N. Allen

THE STATE OF ALABAMA,

County

I,

1981 JUL 15 AM 8:34

STATE OF ALABAMA
I CERTIFY THIS

Mortgage Tax 7.50
Doc 6.00
Jud 1.00
14.50

a in and for said County, in said State, hereby
certify that, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that, the Grantor
voluntarily executed the same in presence, and in the presence of the other subscribing witness, on the
day the same bears date; that, attested the same in the presence of the Grantor, and of the
other witness, and that such other witness subscribed name as a witness in presence.

Given under my hand, this day of A. D. 19

THE STATE OF ALABAMA,

County

I,

a in and for said County, in said State, 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
, acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this day of A. D. 19