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Shelby Cnty Judge of Probate, AL
08/10/1981 00:00:00 FILED/CERTIFIED

The State of Alabama }

Shelby ~~State~~ County

THIS INDENTURE, made and entered into this 10th day of August, 1981

by and between Ricky Darrel Yates, Wade Anthony Yates and William Bart Skelton

parties of the first part, hereinafter referred to as mortgagor, and Barry P. Benefield

party of the second part, hereinafter referred to as mortgagee, WITNESSETH:

WHEREAS, the said Ricky Darrel Yates, Wade Anthony Yates and William Bart Skelton

justly indebted to the mortgagee in the principal sum of
---Twenty-Three Thousand Five Hundred and no/100 (\$23,500.00) ----- Dollars,

evidenced by note bearing even date herewith, payable to said mortgagee, with interest thereon at the rate of.....
per centum per annum from date, payable as follows:

As stated on Promissory Note Dated August 7, 1981.

NOW, THEREFORE, the undersigned, in consideration of the indebtedness above mentioned, and to secure the prompt pay-
ment of same, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter
set forth, have bargained and sold and do hereby grant, bargain, sell, alien and convey unto the mortgagee, its successors and assigns,
the following described real estate, lying and being situated in Dale County, Alabama:

Part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 West, Shelby
County, Alabama, more particularly described as follows: Commence at the SW
corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 28, and run thence Northerly along
the West line thereof 396.75 feet to the point of beginning of the property
herein described; thence turn 12 deg. 37' 30" right and run Northeasterly along
an unpaved road 279.09 feet; thence turn 11 deg. 31' right and continue North-
easterly along said road 609.82 feet; thence turn 3 deg. 20' left and continue
Northeasterly along said road 318.71 feet (road paved starting 150 feet, more or less,
Southwest of this point); thence turn 16 deg. 35' left and run Northerly 534.45
feet to a point in the right-of-way of U.S. Highway 280; thence turn 40 deg. 27'
left and run Northwesterly along said highway 202.37 feet; thence turn 6 deg. 39'
left and continue Northwesterly along said highway 200.0 feet; thence turn 8 deg.
10' left and continue Northwesterly along said highway 266.63 feet to an inter-
section of last described course with the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said
Section 28; thence run Southerly along said West line 2137.21 feet to the point of
beginning.

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LESS AND EXCEPT any portion lying within the right of way of any public road.

LESS AND EXCEPT minerals and mining rights.

LESS AND EXCEPT that certain property conveyed in Deed Book 307, Page 924, in the
Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that certain property conveyed in Deed Book 317, Page 293, in the
Probate Office of Shelby County, Alabama.

Together with all rents, issues and profits thereof and all the rights, privileges and appurtenances thereunto belonging or in anywise
appertaining, including all gas, electric, steam, hot air and other heating, lighting and cooking apparatus, engines, boilers, motors, bath
tubs, sinks, water closets, basins, pipes, faucets and other plumbing fixtures which are, or shall be, attached to said building by nails
screws, bolts, pipe connections, masonry or in any other manner, all of which shall be deemed realty as between the parties heret
and all persons claiming by, through or under them, and conveyed by this mortgage as a part of the security for said indebtedness:

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns, forever
And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have
good right to sell and convey the same as aforesaid; that the said premises are free of all encumbrances and the undersigned wi
warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all pe
sons whom:

Barry P. Benefield
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This mortgage is made and accepted on the understanding that the following covenants, conditions and agreements shall continue in effect so long as any portion of the indebtedness hereby secured remains unpaid, to-wit:

That, for the benefit of the mortgagee, the buildings on said premises shall be constantly insured against loss by fire and other hazards, casualties and contingencies, in such manner and in such companies and for such amounts as may be required by the mortgagee, with loss, if any, payable to the said mortgagee, as its interest may appear, and the undersigned do hereby transfer, assign, set over and deliver to the mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by the undersigned, and it is further agreed that all such insurance and insurance policies shall be held by the mortgagee as a part of the security for said indebtedness and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed or other proceedings in consummation of such foreclosure, and if the undersigned fail to keep said property insured as above specified then the mortgagee may, at its option, insure said property for its insurable value, against loss by fire and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by the mortgagee; it being understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any building, or buildings, herein conveyed may be retained by the then holder of the indebtedness secured by this mortgage and applied toward payment of such indebtedness, either in whole or in part or, at the option of the holder of said debt, same may be paid over to a trustee, to be named by the mortgagee, its successors or assigns, to be applied in payment for any repair or replacement of such building, or buildings, or for any other purpose or object satisfactory to the said mortgagee, without affecting the lien of this mortgage for the full amount hereby secured.

That said premises and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted, and all taxes and assessments or other charges, which may be levied upon or accrue against said premises, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by the undersigned promptly as and when so levied or assessed and shall not be permitted to become delinquent or to take priority over the lien of this mortgage.

That any claim of lien, which may be filed under the provisions of the Statutes of Alabama, relating to the liens of mechanics or materialmen, shall be promptly paid and discharged by the undersigned and shall not be permitted to take priority over the lien of this mortgage.

That any and all legal requirements, of any department of the city wherein said premises are located, shall be fully complied with by the mortgagor, within thirty days after notice of such requirement shall have been given by the mortgagee to the mortgagor and the mailing of a written notice, or demand, directed to the last known address of the mortgagor, under prepaid postage, shall be sufficient notice in any case arising hereunder.

Should default be made in the payment of any insurance premium, taxes, assessments or other liens, as herein provided, the mortgagee or assigns shall be authorized to pay same and the sum, or sums, so paid shall be and become a part of the indebtedness secured by this mortgage, or the mortgagee or assigns may take possession of said premises, collect the rents due or to become due thereon and apply same in payment of such delinquent taxes, assessments or other liens or, upon application made to any court of competent jurisdiction, be entitled as a matter of right to the appointment of a receiver of the rents, issues and profits to be derived therefrom and with power to lease and control the premises for the benefit of the mortgagee or, at its option, the mortgagee may declare the whole of said indebtedness due and payable at once and the mortgage may be foreclosed as hereinafter provided, but no delay or failure of the mortgagee to exercise this or any other option herein shall be deemed a waiver of such right.

The Mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, as they become due, all premiums for hazard insurance, all taxes, assessments, and similar charges upon the premises subject hereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under this paragraph shall be deemed a default in payment of insurance, taxes, assessments, or similar charges required hereunder.

The undersigned agree to pay reasonable attorneys' fees and expenses incurred by the Mortgagee in applying for a receiver, in protecting its interest in any litigation involving this real estate, in presenting claim under any administration or other proceeding where proof of claim is required by law to be filed, or in foreclosing this mortgage by foreclosure or by suit in any court of competent jurisdiction, such fees and expenses to be a part of the debt hereby secured.

It is further agreed that if the undersigned shall fail to pay or cause to be paid the whole, or any portion, of the principal sum, or any installment of interest thereon, or any other sum, the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained, or should default be made in the payment of any mechanic's lien, materialman's lien, insurance premiums, taxes or assessments now, or which may hereafter be, levied against, or which may become a lien on said property, or should default be made in any of the covenants, conditions and agreements herein contained, then and in that event the whole of said principal sum, with interest thereon, and all other sums secured hereby shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the debt hereby secured shall have the right to enter upon and take possession of said property and sell after or without taking such possession to the same at public outcry, in front of the Court House door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, shall execute to the purchaser at said sale a deed to the property so purchased; the proceeds of such sale shall be applied (1) to the expenses incurred in making the sale, including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this mortgage; (2) to the payment of whatever sum, or sums, the mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (3) to the payment and satisfaction of said principal indebtedness and interest thereon to the day of sale and the balance, if any, shall be paid over to the mortgagor, or assigns. Or said mortgage may be foreclosed as now provided by law in case of past due mortgages, in which event a reasonable attorney's fee shall, among other expenses and costs, be allowed and paid out of the proceeds of the sale of said property. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money and the mortgagee or the then holder of the indebtedness hereby secured may become the purchaser at said sale and the auctioneer making the sale is hereby authorized and empowered to execute a deed in the name and on behalf of the parties of the first part to such purchaser and the certificate of the holder of such indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises.

In the event of the enactment of any law by the State of Alabama, after the date of this mortgage, deducting from the value of the land for the purposes of taxation any lien thereon, or imposing any liability upon the party of the second part, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the party of the second part, without notice to any party, become immediately due and payable.

Provided always that if the mortgagor pay said note and any renewal or extension thereof and all other indebtedness secured by this mortgage and reimburse said mortgagee, its successors or assigns, for any amount it may have expended in payment of taxes, assessments, insurance or other liens and interest thereon and shall do and perform all other acts and things herein agreed to be done this conveyance shall be null and void; otherwise it shall remain in full force and effect.

Singular or plural words used herein to designate the parties of the first part shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the heirs, personal representatives, successors and assigns of the undersigned and every option, right and privilege herein reserved or secured to the mortgagee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on the day and year first above written.

.....(Seal)	<i>[Signature]</i>(Seal)
.....(Seal)	Ricky Darrel Yates(Seal)
.....(Seal)	<i>[Signature]</i>(Seal)
.....(Seal)	Wade Anthony Yates(Seal)
.....(Seal)	<i>[Signature]</i>(Seal)
.....(Seal)	William Barr Skelton(Seal)

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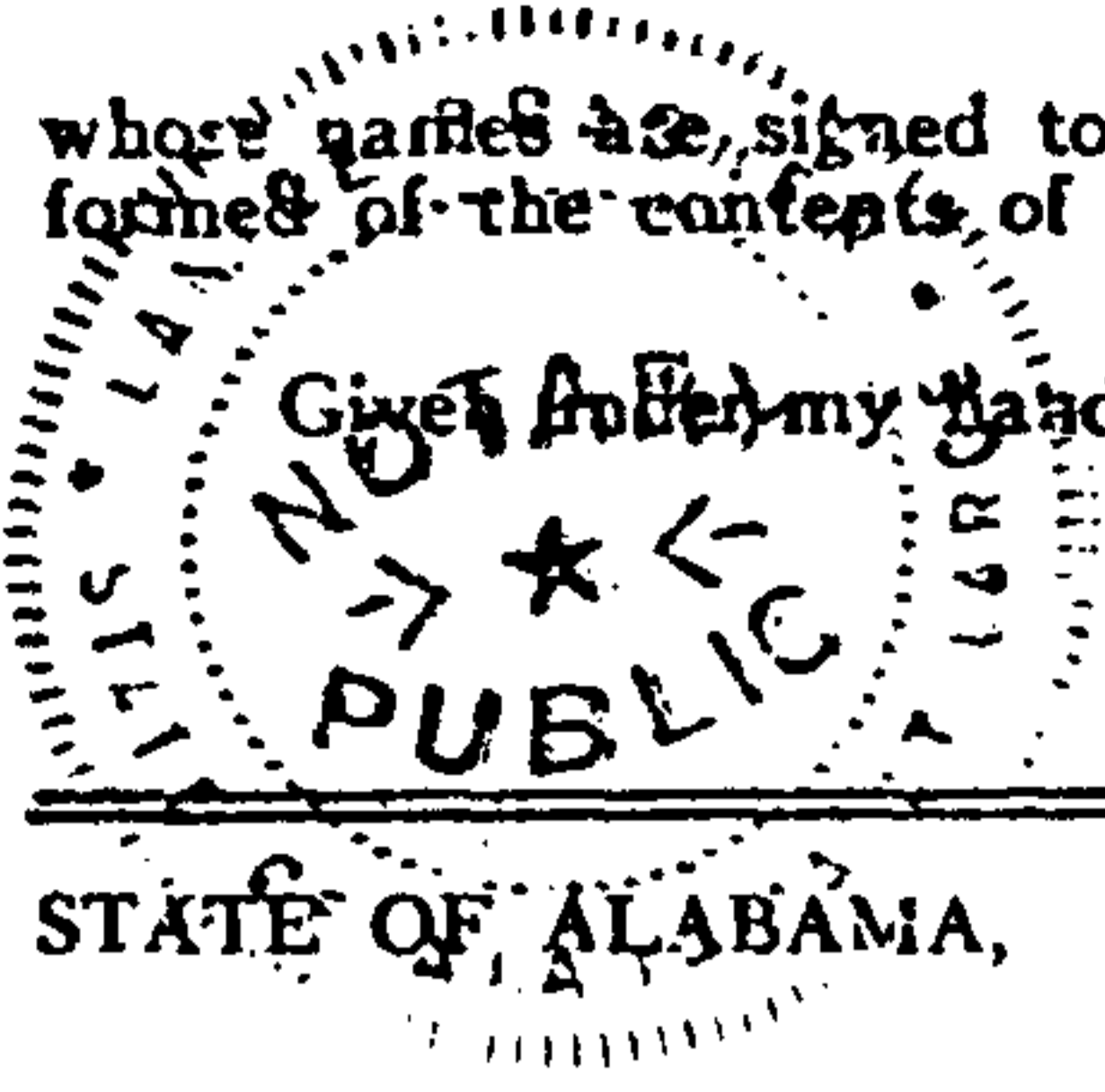
STATE OF ALABAMA,
Shelby County

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

Ricky Darrel Yates and Wade Anthony Yates and William Bart Skelton

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

Given under my hand and official seal, this 10th day of August, 1981



Laurie Brasher
Notary Public

STATE OF ALABAMA,

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

whose name as President of the

a corporation, 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 the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this

Notary Public

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Shelby Cnty Judge of Probate, AL
08/10/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 AUG 10 PM 2:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Yates - 35.25
Rec. 5.00
and 1.00

41.25

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