

This mortgage is in addition to the mortgage recorded in BOOK 314, Page 112 in the amount of \$150,000.

314

This instrument was prepared by



19811109000119860 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/09/1981 00:00:00 FILED/CERTIFIED

(Name) The First Bank of Alabaster  
(Address) P. O. Box 246, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA }  
COUNTY Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald T. Acton and wife, Brenda Sue Acton

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

The First Bank of Alabaster

(hereinafter called "Mortgagee", whether one or more), in the sum

of Thirty-six and no/100 ----- Dollars  
(\$ 36,000.00 ), ~~as evidenced by~~ plus interest as evidenced by promissory note of even date.

BOOK 416 PAGE 777

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Ronald T. Acton and wife, Brenda Sue Acton

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

From the Southeast corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 28, Twp. 20 South, Range 3 West run Westerly along the South boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 305.0 feet to the point of beginning of the land herein described; thence continue Westerly along last said course for 120.0 feet; thence turn an angle of 101 deg. 40' to the right and run North-easterly 320.15 feet; thence turn an angle of 78 degrees 20' to the right and run Easterly 20.0 feet; thence turn an angle of 00 degrees 16' to the left and continue Easterly 100.0 feet; thence turn an angle of 101 deg. 56' to the right and run South-westerly 320.6 feet, more or less, to the point of beginning. This land being a part of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 28, Twp. 20 South, Range 3 West, and being 0.864 acres more or less.

ALSO, an easement 20 feet in width for the purpose of ingress and egress along the South boundary line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 28, Township 20 South, Range 3 West, beginning at the Southeast corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section and running West to the East boundary line of the above described land.

FIRST BANK of ALABASTER  
P. O. Box 246  
Alabaster, Alabama 35007

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or 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 said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Ronald T. Acton and wife, Brenda Sue Acton

have hereunto set their signature & and seal, this 2nd day of November, 19 81

STATE OF ALA. SHELBY CO. Mgt. 5400 Ronald T. Acton (SEAL)  
I CERTIFY THIS Re 300 Brenda Sue Acton (SEAL)  
INSTRUMENT WAS FILED Ind. 100 5800 (SEAL)  
1981 NOV -9 AM 9:09 (SEAL)

THE STATE of Alabama }  
SHELBY COUNTY }  
JUDGE OF PROBATE

the undersigned

, a Notary Public in and for said County, in said State,

Ronald T. Acton and wife, Brenda Sue Acton

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, 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 2nd day of November, 19 81

My Commission Expires July 31, 1984

Mary C. Godhunter Notary Public.

THE STATE of }  
COUNTY }

I,

, a Notary Public in and for said County, in said State,

hereby certify that

whose name as of  
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 such 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 'he day of , 19

Notary Public

19811109000119860 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/09/1981 00:00:00 FILED/CERTIFIED

Return to:

TO

MORTGAGE DEED

THIS FORM FROM