

This instrument prepared by

(Name) K. R. Kirkland President Shelby State Bank

(Address) P. O. Box 216 Pelham, Alabama 35124

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Shelby Cnty Judge of Probate, AL  
11/18/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66  
MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Mary Jym Cutts and Husband John L. Cutts

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

Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Ninety Thousand and no/100----- Dollars  
(\$ 190,000.00 ), evidenced by their note of even date

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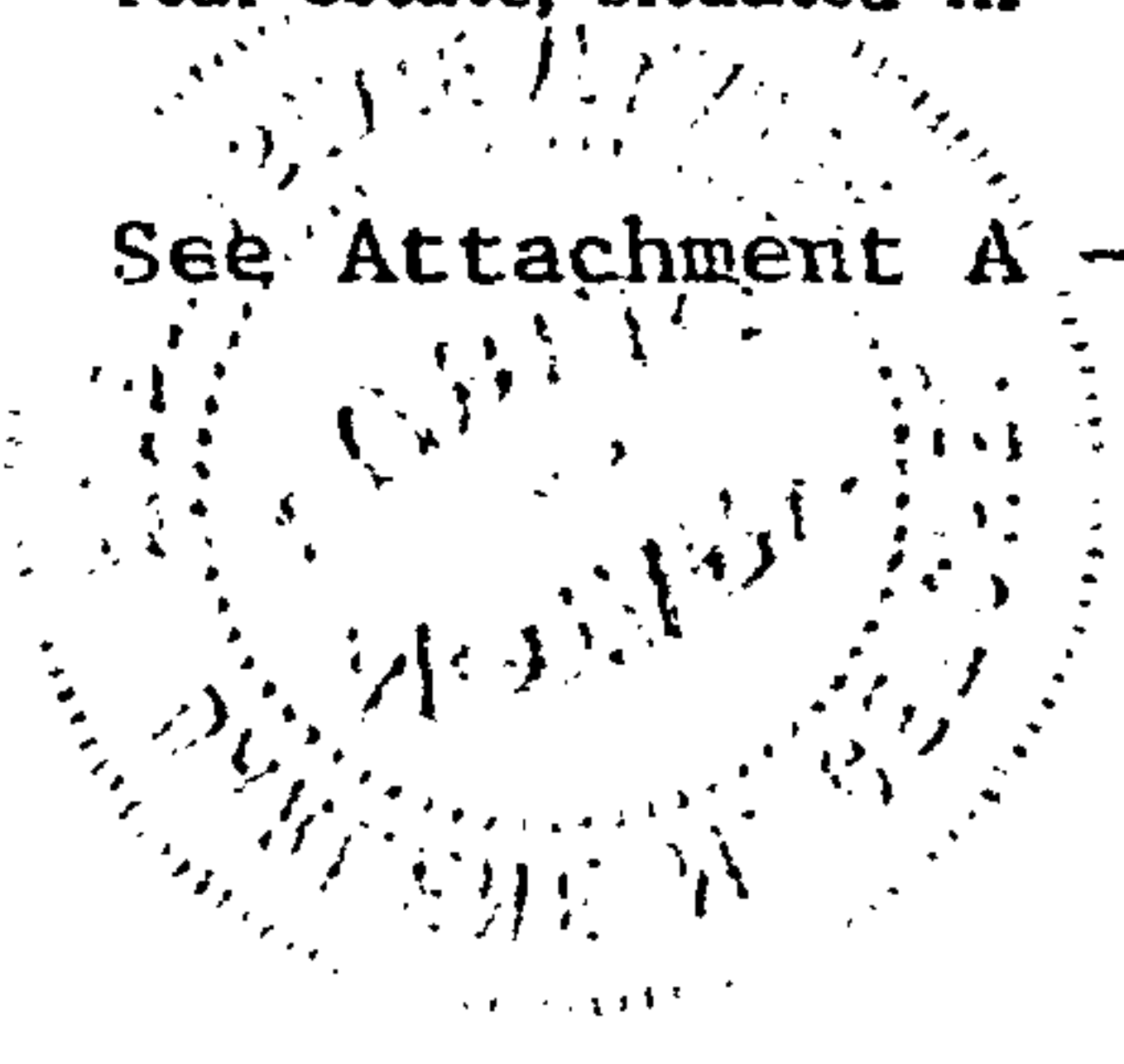
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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

Mary Jym Cutts and Husband John L. Cutts

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:

See Attachment A - Parcel I and Parcel II



See Release Miss. Al 53 pg 95 (10-11-83)

✓ SHELBY STATE BANK  
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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 mortgage, 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 Mary Jym Cutts and Husband John L. Cutts

have hereunto set their signatures and seal, this 19th day of October, 1981

*Mary Jym Cutts* (SEAL)  
Mary Jym Cutts  
*John L. Cutts* (SEAL)  
John L. Cutts (SEAL)  
(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary Jym Cutts and Husband John L. Cutts

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 have executed the same voluntarily on the day, the same bears date.

Given under my hand and official seal this 19th day of October, 1981  
*Dulorne M. Mitchell* 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 the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Notary Public

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Return to:

Mary Jym Cutts and Husband  
John L. Cutts

TO

MORTGAGE DEED

THIS FORM FROM  
Buyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

PARCEL I

A tract of land situated in the SE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 2 West; thence run in a northerly direction along the East line of said 1/4-1/4 Section 143.75 feet to a point; thence 88 deg. 25 min. 30 Sec. left westerly 618.37 feet to a point; thence 01 deg. 02 min. 40 sec. left westerly 30.01 feet to a point; thence 91 deg. 23 min. 20 sec. right northerly 278.80 feet to a point on a curve, said curve having a central angle of 202 deg. 53 min. 51 sec. and a radius of 40 feet; thence 41 deg. 14 min. 54 sec. left to tangent of said curve run 141.65 feet along the arc of said curve to a point, said point being the point of beginning; thence 90 deg. 00 min left from the tangent of the preceding curve run 280.66 feet to a point; thence 53 deg. 24 min. 07 sec. left northeasterly 180.00 feet to a point; thence 70 deg. 41 min. 50 sec. right easterly 140.73 feet to a point; thence 89 deg. 18 min. 10 sec. right southerly 547.68 feet to a point; thence 91 deg. 34 min. 30 sec. right westerly 488.97 feet to a point; thence 90 deg. 20 min. 40 sec. right northerly 247.89 feet to a point on a curve, said curve having a central angle of 59 deg. 55 min. 57 sec. and a radius of 40 feet; thence 41 deg. 24 min. 54 sec. right to the tangent of said curve run 41.84 feet along the arc of said curve to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II

tract of land situated in the SE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 2 West; thence run in a Northerly direction along the East line of said 1/4-1/4 Section 143.75 feet; thence 88 deg. 25 min. 30 sec. left 618.37 feet; thence 01 deg. 02 min. 40 sec. left 30.01 feet; thence 91 deg. 23 min. 20 sec. right 278.80 feet to a point on a curve, said curve having a central angle of 101 deg. 14 min. 14 sec. and a radius of 40 feet; thence 41 deg. 24 min. 54 sec. left to tangent of said curve run 70.68 feet along the arc of said curve to the point of beginning; thence 90 deg. 00 min. 00 sec. left from the tangent of the preceding curve run 163.84 feet; thence 32 deg. 29 min. 00 sec. right 87.02 feet; thence 86 deg. 28 min. 20 sec. right 459.00 feet; thence 109 deg. 18 min. 10 sec. right 180.00 feet; thence 53 deg. 24 min. 07 sec. right 280.66 feet to a point on a curve, said curve having a central angle of 101 deg. 39 min. 37 sec. and a radius of 40 feet; thence 90 deg. 00 min. 00 sec. right to the tangent of said curve run along the arc of said curve 70.97 feet to the point of beginning.

SHELBY STATE BANK

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PELHAM, ALABAMA 35124

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MORTGAGE RIDER

THIS MORTGAGE RIDER is made this 19th day of October, 1981, and is incorporated into and shall be deemed to supplement the Mortgage to secure debt dated of even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to Shelby State Bank ("Lender") and covering the Property described as Parcel I and Parcel II in the attachment to said Mortgage.

NOW, THEREFORE, in addition to the covenants and agreements made in said Mortgage, Borrower and Lender further covenant and agree as follows:

1. As additional security of the said Mortgage, Borrower hereby assigns to Lender any rents or lease payments payable to Borrower with respect to either Parcel I or Parcel II, provided that Borrower shall, so long as there is no default or acceleration under said Mortgage or abandonment of the Property encumbered thereby, have the right to collect and retain such rents as they become due and payable.

In the event of a default by Borrower under said Mortgage, acceleration by Lender, or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to the receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

2. Lender and Borrower agree that no right, title, or interest in or to the mortgaged Property, or any part thereof, shall be sold, transferred, assigned, conveyed, mortgaged or encumbered by a lien (including grant of easement for any purpose

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whatsoever) or become vested by operation of law or otherwise in any other person or entity at any time prior to the payment in full of the indebtedness secured hereby without first obtaining the prior written consent and approval of Lender. In the event of any violation of this provision, the entire unpaid balance of the indebtedness secured hereby, together with all interest thereon, shall become due and payable immediately at the option of Lender without notice to Borrower, and shall be recoverable by Lender immediately upon such default or at any time thereafter without stay of execution or other process, and failure of Borrower to pay all monies to Lender secured by this Mortgage shall be an act of default entitling Lender to foreclose this Mortgage in accordance with the terms hereof.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage Rider on the day and year first above written.

Mary Lynn Cutts (SEAL)  
 MARY LYNN CUTTS Borrower

John L. Cutts (SEAL)  
 JOHN L. CUTTS Borrower

19811118000123180 Pg 5/5 .00  
 Shelby Cnty Judge of Probate, AL  
 11/18/1981 00:00:00 FILED/CERTIFIED

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

1981 NOV 18 AM 9:29

Thomas A. Snowden, Jr.  
 JUDGE OF PROBATE

mtg. 285.00  
 Rec. 7.50  
 Insd. 1.00  
 293.50

SHELBY STATE BANK  
 P. O. BOX 1005  
 PELHAM, ALA 35124