

(Name) TED ROBERTS

(Address) Citibanc of Al. Tuskegee



19811230000137370 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/30/1981 00:00:00 FILED/CERTIFIED

787
REAL ESTATE MORTGAGE

STATE OF ALABAMA)

Shelby

COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James D. Wadsworth

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

Citibanc of Al./Tuskegee

(whether one or more, hereinafter called "Mortgagee"), in the sum of
Dollars (\$ 25,000.00), evidenced by promissory note

of even date herewith

Twenty five thousand dollars and no cents

And Whereas, Mortgagors may hereafter become indebted to Mortgagee in a further sum or sums, and this conveyance is made for the security and enforcement of the payment of both said present and any such future indebtedness and the interest on both;

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof with interest and any further sum or sums, including future advances, which Mortgagors may hereafter become indebted to Mortgagee;

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

James D. Wadsworth

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:

Commence on the east line of Section 26, Township 21, Range 1 West, at a point 1010.86 feet north of the one-half mile corner of said Section 26; thence North 73 degrees 20 minutes East 16 feet to the POINT OF BEGINNING; run thence South 04 degrees 15 minutes East a distance of 125 feet along the east margin of an alley leading south from East College Street to a point; run thence North 73 degrees 05 minutes East 151.23 feet to a point; run thence North 15 degrees 15 minutes West 125 feet to the north side of the paved sidewalk on the south side of East College Street; run thence South 71 degrees 45 minutes West along north margin of sidewalk a distance a 128 feet to POINT OF BEGINNING; being situated in the SW1/4 of Section 25, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama.

together with all rents and other revenues thereof and all rights, privileges, interests, improvements, appurtenances, tenements, and easements thereto belonging or in anywise appertaining, including those now owned or hereafter acquired by Mortgagors, and all equipment and fixture now or hereafter attached or affixed thereto (all of which shall be deemed realty and conveyed hereby).

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

*Citibanc of Ala.
P.O. Box 120
Tuskegee Al. 36083*

TO HAVE AND TO HOLD the above granted property unto Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of all such indebtedness, Mortgagors agree to pay all taxes or assessments when imposed legally upon said premises and should default be made in the payment of same, Mortgagee may at Mortgagee's option pay off the same; and to further secure all such indebtedness, Mortgagors agree to keep the improvements on said real estate insured against loss or damage by fire, wind, water, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to Mortgagee, with provision that acts or defaults of the Mortgagors do not affect coverage with respect to Mortgagee, with provision for 30 days' coverage of Mortgagee's interest after cancellation of coverage of Mortgagors' interest and for notice to Mortgagee of said cancellation within 10 days thereof; with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and promptly to deliver said policies, or any renewal of said policies, to Mortgagee; and if Mortgagors fail to keep said property insured as above specified, or fail to deliver said insurance policies to Mortgagee, then 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 costs of collecting same; and all amounts so expended by Mortgagee for taxes, assessments or insurance shall become a debt to Mortgagee or assigns, additional to the debts hereby specially secured, and shall be secured by this mortgage, and shall bear interest, from date of payment by Mortgagee, or assigns, and be at once due and payable. Mortgagors agree to keep the said premises in good repair and not to waste or permit waste thereof.

Upon condition, however, that if Mortgagors pay all indebtedness secured hereby, including future advances, and reimburse Mortgagee or assigns for any amounts Mortgagee 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 such sum expended by the Mortgagee or assigns, or should any indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of 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 debts hereby secured, or should Mortgagors breach any of the covenants herein made, then in any one of said events, the whole of the indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as provided by law in case of past due mortgages, and Mortgagee, its 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 in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of the 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 expenses of advertising, selling and conveying, including a reasonable attorney's fee not to exceed 15% of the unpaid debt upon default; 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 all indebtedness hereby secured 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 Mortgagors; and the undersigned further agree that Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay to Mortgagee, or assigns, a reasonable attorney's fee not exceeding 15% of the unpaid debt upon default 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. No delay by Mortgagee in enforcing any of its rights or Mortgagors' obligations hereunder shall constitute a waiver thereof.

IN WITNESS WHEREOF the undersigned
have hereunto set his signature and seal this 22nd day of Dec. 19 81
James D. Wadsworth (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Alabama)
County of Macon)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James D. Wadsworth whose
name 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, executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 22 day of Dec.

Heire K. Adams Notary Public
19 81

THE STATE OF)
COUNTY)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
name as 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 the day of , 19
Notary Public

1981 DEC 30 AM 9:31
mzy. 37.50
Rel. 3.00
Ind. 1.00
41.50
J. Thomas Buchanan, Jr.
JUDGE OF PROBATE

19811230000137370 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
12/30/1981 00:00:00 FILED/CERTIFIED

Return to: _____
this day of 19
office in _____ Book No. _____ Page(s) _____
I certify that this instrument has been recorded in this
Probate Judge _____
County _____
REAL ESTATE MORTGAGE
Mortgagee _____
Mortgagors _____