

This instrument was prepared by:

William F. Houghton III
CITY BANK OF CHILDERSBURG

P. O. Box 349

Childersburg, Alabama 35044

499

State of Alabama }

Shelby COUNTY

THIS MORTGAGE, made and entered into on this the 9TH day of February, 1982, by and between

G. Norman Kennessey, Jr. and wife, Judy V. Kennessey

hereinafter called mortgagors, whether one or more, and City Bank of Childersburg
hereinafter called mortgagee.

WITNESSETH: That the said mortgagors are/is justly indebted to said mortgagee in the sum of Sixteen

Thousand and 00/100 (16,000.00) Dollars, which is evidenced as follows, to-wit:

Promissory Note: Due in 120 consecutive monthly payments of \$288.69 each with the first payment due on March 11, 1982 and each remaining payment on the same day of each month thereafter.

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other indebtedness owed by the mortgagors herein or either of them and to secure any future advances made in addition to the principal amount while any portion of this indebtedness remains outstanding but said advances not to exceed an amount equal to the principal amount, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell and convey unto said mortgagee the following described property situated in Shelby

County, Alabama, to-wit:

Commence at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, thence southerly along the west line of said quarter-quarter 755.82 feet to the point of beginning of the property being described, thence continue along last described course 399.44 feet to a point, thence 90 degrees 31 minutes left 670.91 feet to a point; thence 62 degrees 20 minutes left 91.09 feet to a point; thence 27 degrees 25 minutes left 202.12 feet to a point; thence 90 degrees 33 minutes left 30.0 feet to a point; thence 90 degrees 33 minutes right 120.36 feet to a point; thence 90 degrees 33 minutes left 681.02 feet to the point of beginning, containing 6.40 acres and being marked on the corners with iron pins as shown on the plat. And including the following description for an access easement for ingress and egress to the property. Commence at the Northeast corner of the tract described above, thence southerly on a projection of the east line of tract 120.36 feet to a point; thence 89 degrees 27 minutes left 30.0 feet to a point; thence 89 degrees 27 minutes left 449.33 feet to a point; thence 89 degrees 27 minutes right 628.50 feet to the line of a paved County Road, thence 89 degrees 27 minutes left 60.0 feet to a point; thence 90 degrees 33 minutes left 658.50 feet to a point; 89 degrees 27 minutes left 409.33 feet to the point of beginning of the just described easement, less and except any portion of the just described description that overlaps the right of way of the said County Road.

LESS AND EXCEPT: Commence at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, thence run southerly along west line of said quarter-quarter section 755.82 feet to the point of beginning of the property being described thence continue along last described course 63.97 feet to a (CON

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said mortgagee, its successors and assigns, in fee simple. And said mortgagors for themselves, their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens and encumbrances and they do hereby warrant and will forever defend the title of said property unto said mortgagee, its successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said mortgagors agree to insure the buildings on said premises, and all other of said mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorm, for a sum equal to the indebtedness hereby secured, with loss payable to said mortgagee as its interest may appear. Said mortgagors agree to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on said mortgaged property during the pendency of this mortgage. If said mortgagors fail to pay said taxes and assessments, or to insure said property as aforesaid, then said mortgagee may take out such insurance and pay for same, and pay such taxes and assessments, and this conveyance shall stand as security for such payments, with 8% interest thereon from the date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable attorney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers herein contained or in a court of competent jurisdiction.



RETURN TO:

CITY BANK OF CHILDESSBURG

P. O. BOX 349

CHILDESSBURG, AL 35044

TO

Mortgage Deed

The State of Alabama

I, _____

Judge of the Probate Court of said County hereby

certify that the foregoing mortgage was filed for

registration in this office at _____

o'clock _____ M., on the _____

day of _____, 19 _____

and was recorded in Vol. _____ Record of Mort-

gages, pages _____ on the _____ day of _____, 19 _____

Judge of Probate.

Revised Fee, \$ _____

Now if said mortgagors shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said mortgagors to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said mortgagee may enter upon and take possession of said mortgaged property and after giving at least 21 days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three successive weeks in some newspaper published in the county where said property or a material part thereof is located, or by posting written notices at three public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry in front of the Courthouse in said County where the property is located, to the highest bidder for cash, the proceeds of said sale to be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on said indebtedness with interest; (4) the balance, if any, to be paid to said mortgagors.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for mortgagors, to execute a deed to the purchaser at said sale. Said mortgagee may purchase at such sale as if a stranger to this mortgage.

Should any of said mortgagors become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and affixed their seals, on this the _____ day and year first hereinabove written.

Attest:

G. Norman Kennessey (L.S.)
G. Norman Kennessey
Judy V. Kennessey (L.S.)
Judy V. Kennessey

(L.S.)

State of Alabama }

I, William F. Killough, III, a notary public in and for said county, hereby certify that

G. Norman Kennessey and wife, Judy V. Kennessey

whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 9th day of February, 19 82.



William F. Killough, III
A Notary Public

My commission expires 6/5/82

point; thence 90 degrees 49 minutes left and run easterly 681.31 feet to a point on the west line of a 30 foot wide excess easement; thence 89 degrees 27 minutes left and run northerly along west line of said excess easement 63.97 feet to a point; thence 90 degrees 33 minutes left and run westerly 681.02 feet to the point of beginning containing 1.0 acre and marked on corners with iron pins.

This is a second mortgage taken to that first mortgage in favor of City Bank of Childersburg of Childersburg from G. Norman Kennessey, Jr. and wife, Judy V. Kennessey, as recorded in the Office of the Judge of Probate, Shelby County, Columbiana, Alabama.

This property is not located in a flood plain area.

Signed for identification:

G. Norman Kennessey, Jr.
G. Norman Kennessey, Jr.

Judy V. Kennessey
Judy V. Kennessey

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 FEB 15 AM 8:35

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg TAX 24.00
Rec 4.50
Fund 1.00
29.50

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