

STATE OF ALABAMA

TALLADEGA COUNTY. &
SHELBY COUNTY

328

PURCHASE MONEY MORTGAGE

Prepared by;
Ray F. Robbins, II
125 E. North Street
Talladega, AL. 35160

THIS INDENTURE, Made and entered into on this, the 25th day of February 1982, by and between

Charles B. Berry and wife, Janet M. Berry

hereinafter called Mortgagor (whether singular or plural); and City Bank of Childersburg, a
banking corporation hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Charles B. Berry and Janet M. Berry are

justly indebted to the Mortgagee in the sum of One hundred eighty-two thousand and No/100
(\$182,000.00) Dollars which is evidenced as follows, to-wit:

By one promissory note of even date with interest thereon,
payable in monthly installments until principal and interest
have been paid in full.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in
order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the

Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

TRACT I, located in TALLADEGA County, Alabama:

Commence at the Southeast corner of the Northeast one-fourth of the Southeast one-fourth of
Section 29, Township 20 South, Range 3 East, Talladega County, Alabama; thence proceed West
along the South boundary of said forty for a distance of 577.9 feet to its point of
intersection with Westerly right of way line of the Sylacauga-Childersburg four-lane highway
(U. S. 280) and the point of beginning of the land herein described. From this beginning
point continue West along the South boundary of said forty for a distance of 374.7 feet to
its point of intersection with the East right of way line of SACP 4299-A (Talladega County
Paved Highway); thence turn an angle of 76 degrees (deg.) 42 minutes (min.) right and
proceed Northerly along the Easterly right of way line of said highway for a distance of 210
feet; thence turn an angle of 109 deg. 36 min. right and proceed Easterly for a distance of
303.0 feet to a point on the Westerly right of way line of said four-lane highway; thence
turn an angle of 48 deg. 16 min. right and proceed Southeasterly along the Westerly right of
way line of said four-lane highway for a distance of 210 feet to the point of beginning.
The above described land is located in the Northeast one-fourth of the Southeast one-fourth
of Section 29, Township 20 South, Range 3 East, Talladega County, Alabama, and contains 1.63
acres.

ALSO, TRACT II, being the following described property located in SHELBY County, Alabama,
to-wit:

Commence at the Southeast corner of Section 3, Township 20 South, Range 2 East, Shelby
County, Alabama; thence run Northerly along the East line of said Section 3, 200.0 feet to a
point, thence turn 90 degrees (deg.) 31 minutes (min.) to the left and run Westerly 270.44
feet to the point of beginning of the property being described, thence continue along last
described course 394.24 feet to a point, thence 117 deg. 40 min. right and run Northeasterly
91.09 feet to a point, thence 27 deg. 25 min. left and run Northerly 312.20 feet to a point,
thence 114 deg. 58 min. right and run Southeasterly 412.12 feet to a point, thence 70 deg.
40 min. 30 seconds right and run Southerly 219.35 feet to the point of beginning, containing
2.63 acres, in Shelby County, Alabama.

BOOK 418 PAGE 814

RECORDED IN ABOVE
MORTGAGE BOOK 3 PAGE 110
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06659

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.) *Charles B. Berry* (L.S.)
Charles B. Berry
(L.S.) *Janet M. Berry* (L.S.)
Janet M. Berry

STATE OF ALABAMA,
TALLADEGA COUNTY

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

Charles B. Berry and wife, Janet M. Berry

whose name are signed to the foregoing conveyance, and who are known to me (or made 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 seal this the 25th day of February

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

1982 MAR -8 AM 9:40

TAX P_d in Talladega Co.

James A. Housley, Jr.
JUDGE OF PROBATE

Rec 4.50
Ind 1.00
\$5.50

Notary Public



BOOK 418 PAGE 816

STATE OF ALABAMA,
TALLADEGA COUNTY

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the _____ day of _____, 19____, came before me the within named _____

known to me (or made known to me) to be the wife of the within named, _____ who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the _____ day of _____, 19____.

Notary Public

State of Alabama, Talladega Co.
I hereby certify that the recording fee
of \$ 2.25 and the tax
of \$ 273.00 has been paid on this
instrument as required by law.

W. Forrest Killough
Judge of Probate

125

W. Forrest Killough
JUDGE OF PROBATE

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RECORDED IN ABOVE
MORTGAGE BOOK & PAGE NO.
FILED IN

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