

STATE OF ALABAMA
SHELBY
TALLADEGA COUNTY.

This instrument prepared by:
Robert M. Cleckler, Jr., President
First Bank of Childersburg, Al.

741

THIS INDENTURE, Made and entered into on this, the 13 day of March 1982 by and between
Fred Jones and wife, Mary K. Jones

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

WITNESSETH: That, WHEREAS, the said Fred Jones and wife, Mary K. Jones

are

justly indebted to the Mortgagee in the sum of Fourteen thousand two hundred thirty nine & 68/100
(14,239.68) Dollars which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of
\$14,239.68 including principal and interest and said sum payable as follows: 83 equal,
consecutive, monthly installments of \$170.00 each, commencing on the 21st day of April,
1982, and continuing on the 21st day of each month thereafter until the 21st day of
March, 1989, when the final payment of \$129.68 shall be due and payable.

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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:

A parcel of land in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 29, Township 19 South, Range 2 East, Shelby
County, Alabama, more particularly described as follows: From the Southeast corner of the
NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 East, run Northwardly along the
said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 138.71 feet to a point on the North right-of-way of a county
road, also being the point of beginning; thence continue Northwardly in a straight line
along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 632.32 feet to a point on the South right-of-way line
of highway 280; thence left 73 degrees 25 minutes 30 seconds along the South right-of-
way line of Highway 280 a distance of 461.05 feet, more or less, to the Northeast corner
of the lot conveyed to C. E. Watts, recorded in Deed Book 319, Page 166, and Harvey R.
Crocker and Violet Crocker, recorded in Deed Book 319, Page 167, in the Office of the
Judge of Probate, Shelby County, Alabama; thence left and along the East line of said
lot a distance of 312 feet, more or less, to the Southeast corner of said lot; thence
right 105 degrees 32 minutes a distance of 418 feet, more or less, along the South line
of said lot, to the East line of the lot conveyed to Sterrett Church of Christ, recorded
in Deed Book 319, Page 75, in the Office of the Judge of Probate, Shelby County, Alabama;
thence left along the east line of said lot a distance of 324 feet, more or less, to the
Southeast corner of said lot; thence right 105 degrees, 51 minutes and distance of 409.20
feet to a point on the East right-of-way line of a county road; thence left 105 degrees 34
minutes 15 seconds along the East right-of-way line of said county road a distance of 440.79
feet to a point on the North right-of-way line of a county road; thence left 96 degrees
14 minutes 30 seconds along the North right-of-way line of said county road a distance of
1336.75 feet to the point of beginning herein described.
Situating in Shelby County

LESS AND EXCEPT that certain parcel of land conveyed to Harvey R. Crocker and Violet
Crocker as shown described in Deed Book 323, Page 812, in the Probate Office of Shelby
County, Alabama, more particularly described as follows: From the NW corner of the SE $\frac{1}{4}$,
Section 29, Township 19, Range 2 East, run Southward along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$
Section projection a distance of 1603.34 feet to a point on the intersection of said $\frac{1}{4}$ - $\frac{1}{4}$ sect
projection and the South (continued on back)

Harrison & Connell

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.) Fred Jones (L. S.)
Fred Jones
(L. S.) Mary K. Jones (L. S.)
Mary K. Jones

STATE OF ALABAMA,
TALLADEGA COUNTY
SHELBY

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

Fred Jones and wife, Mary K. Jones

whose name is AKB 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 13 day of March 1982

LEGAL DESCRIPTION:

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

1982 MAR 19 AM 9:15

STATE OF ALABAMA,
TALLADEGA COUNTY

Sara Ann Price
Notary Public
Mtg. tax - 2145-
Rec. 450
Ind. 100
2695-

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

LEGAL DESCRIPTION:

right-of-way line of U.S. Highway 280; thence turn left 74 degrees 28 minutes a distance of 6.48 feet to a point; said point being on the South right-of-way line of U. S. Highway 280; thence continue in a straight line along said right-of-way a distance of 443.52 feet to a point; thence right 74 degrees 28 minutes a distance of 312 feet to the point of beginning of the property herein conveyed; thence turn left 74 degrees 28 minutes and run a distance of 418 feet to a point; thence turn right 74 degrees 28 minutes and run a distance of 318 feet to a point; thence turn right 105 degrees 32 minutes and run a distance of 418 feet to a point on the East side of 30 foot right-of-way; thence turn 74 degrees 28 minutes to the right and run a distance of 318 feet to the point of beginning; Situated in Shelby County, Alabama.

THIS MORTGAGE DATA IN LOG AND RETURNED TO
BY 25TH DAY OF JANUARY 1983
First Bank of Talladega
Thomas A. Snowden, Jr.
FILED VOL. 48 425 IN FACT