

✓ *Walter H. Hough*
CITY BANK OF CHILDERSBURG

P. O. Box 349

Childersburg, Alabama 35044

801

State of Alabama }

Shelby County

THIS MORTGAGE, made and entered into on this the 9th day of March, 19 82, by and between

Jerry W. Moore and wife, Rebecca A. Moore

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 Thirty

Thousand Seventy Five and 80/100

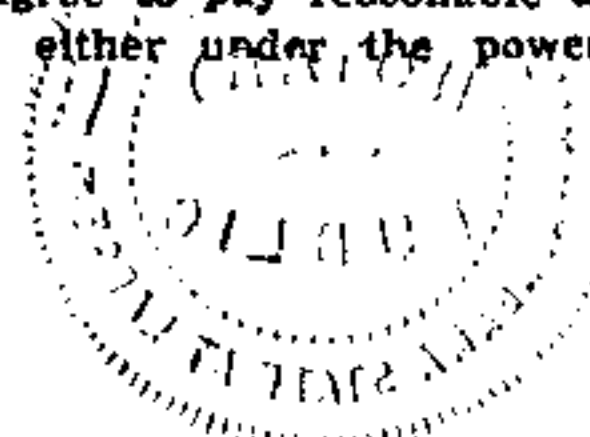
Dollars, which is evidenced as follows, to-wit:
By one promissory note of even date with interest thereon, payable in
monthly installments until principal and interest have been paid in full.

Now therefore, in 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: A parcel of land located in the East Half of the Northwest Quarter of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as commencing at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North 3 degrees 12 minutes West along the East line of the Southeast Quarter of the Northwest Quarter of said Section 34, 620.4 feet to the north side of a 30 foot street and the place of beginning; thence from the place of beginning and continuing along the East line of the Southeast Quarter of the Northwest Quarter of said section 34, North 3 degrees 12 minutes West 548.11 feet to the South side of a paved road; thence North 72 degrees 35 minutes West along the Southside of said paved road 579.56 feet to an angle point; thence North 71 degrees 13 minutes West along the South side of said road 294.06 feet; thence continuing along the South side of said road North 83 degrees 25 minutes West 295.42 feet; thence South 0 degrees 05 minutes East 199.7 feet; thence South 77 degrees 05 minutes East 507.65 feet; thence South 33 degrees 40 minutes West 288.79 feet; thence South 56 degrees 20 minutes East 326.7 feet; thence South 33 degrees 40 minutes West 20.0 feet; thence South 23 degrees 58 minutes East 209.3 feet to the North side of a 30 foot street; thence North 84 degrees 51 minutes East along the North side of said street 181.17 feet; thence North 76 degrees 49 minutes East along the North side of said street 148.77 feet; thence continuing along the North line of said street North 72 degrees 40 minutes East 156.5 feet to the place of beginning and containing 12.91 acres, more or less. The above described property is subject to a 20 foot road and utility easement along the Southwest corner of same and being more particularly described as beginning at the Southwest corner of the above described property; thence North 84 degrees 51 minutes East along the North side of a 30 foot street, 20.0 feet; thence North 24 degrees 29 minutes West 226.46 feet; thence South 33 degrees 40 minutes West 20.0 feet; thence South 23 degrees 58 minutes East 209.3 feet to the

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 CHILDERSBURG
P. O. BOX 349
CHILDERSBURG, AL 35044

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.
Record Fee, \$ _____

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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:

Jerry W. Moore (L.S.)
Jerry W. Moore
Rebecca A. Moore (L.S.)
Rebecca A. Moore

(L.S.)

(L.S.)

State of Alabama }
Talladega County

I, William F. Killough, III, a notary public in and for said county, hereby certify that
Jerry W. Moore, and Rebecca A. Moore

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 March, 1982.



William F. Killough, III
A Notary Public
My commission expires 6/3/85

place of beginning. LESS AND EXCEPT the following described property which was conveyed to Ronald E. Ragsdale and Connie L. Ragsdale by deed dated July 15, 1977, recorded in Deed Book 306, Page 717, in the Probate Office of Shelby County, Alabama, more particularly described as follows: A tract of land located in the E½ of the NW¼ of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as commencing at the Southeast corner of the SE¼ of the NW¼, Section 34, Township 19 South, Range 2 East; thence North 3 degrees 12 minutes West along the East line of said forty, 1168.5 feet to the South right-of-way line of a paved county road; thence North 72 degrees 35 minutes West along the South right-of-way line of said road 579.56 feet to the place of beginning; thence from the place of beginning and continuing along the South right-of-way line of said road North 71 degrees 13 minutes West 294.06 feet to an angle point; thence continuing along the South right-of-way line of said road North 83 degrees 25 minutes West 295.42 feet; thence leaving said road South 0 degrees 05 minutes East 199.7 feet; thence South 77 degrees 05 minutes East 507.65 feet; thence North 22 degrees 35 minutes East 199.95 feet to the place of beginning and containing 2.66 acres, more or less. (Bearings are magnetic.) Situated in Shelby County, Alabama.

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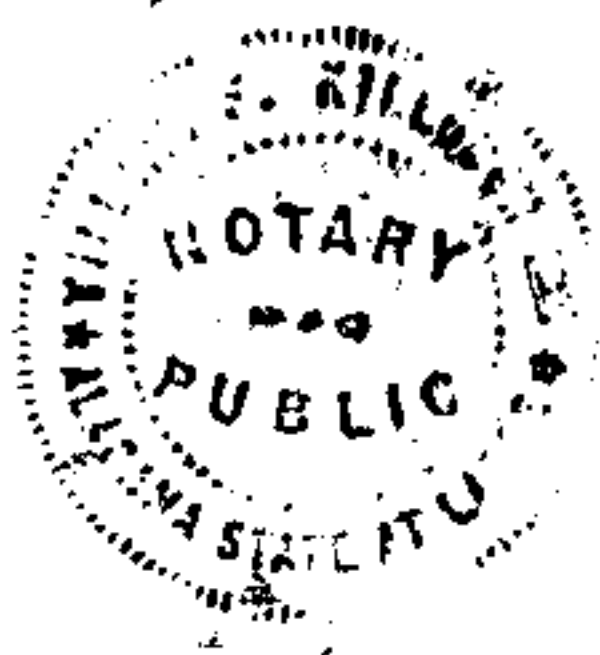
Sworn to and subscribed before me this the day of March, 1982

My commission expires 6/5/85

Notary Public

Jerry W. Moore

Rebecca A. Moore



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

1982 MAR 22 AM 9:11

Thomas A. Shaw, Jr.
JUDGE OF PROBATE

Intg.	45.15
Recd	4.50
Ind.	1.00
	50.65