

1261

(Name) Jane M. Martin Asst. V. P. Loan Admn. Shelby State Bank
(Address) P. O. Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-55

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Joe A. Scotch, Jr. and wife, Myrna C. Scotch and
Wayne J. Scotch and wife, Martha B. Scotch

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

Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Forty Five Thousand and no/100----- Dollars
(\$ 45,000.00), evidenced by their note of even date

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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

Joe A. Scotch, Jr. and wife, Myrna C. Scotch and
Wayne J. Scotch and wife, Martha B. Scotch
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:

A parcel of land located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 19 South Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence in a Northerly direction, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 668.86 feet, thence 92 degrees 19 minutes 23 seconds right in an Easterly direction, along the North line of the South $\frac{1}{2}$ of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 925.32 feet to the point of beginning, thence continue along last described course a distance of 186.89 feet to the Northwesterly Right of way line of Shelby County Highway 119, thence 120 degrees 14 minutes 15 seconds right in a Southwesterly direction, along said right of way, a distance of 311.55 feet to the North right of way line of Surrey Lane, thence 59 degrees 45 minutes 45 seconds right in a Westerly direction, along said right of way line a distance of 70.0 feet to the beginning of a curve to the right said curve having a radius of 25.0 feet and a central angle of 90 degrees thence along arc of said curve in a Northwesterly direction a distance of 39.27 feet to the beginnig of a curve to the left said curve having a radius of 50 feet and a central angle of 64 degrees 46 minutes 47 seconds, thence along arc of said curve in a Northwesterly direction a distance of 56.53 feet, thence 90 degrees right measured from tangent of said curve ina Northeasterly direction a distance of 219.89 feet to the point of beginning.

✓ SHELBY STATE BANK

P. O. Box 216

PELHAM, ALABAMA 35124

This is a Second Mortgage

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said 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 cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said 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 debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said 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 expense of advertising, selling and conveying, including a reasonable attorney's fee; 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 said indebtedness 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 the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, 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.

IN WITNESS WHEREOF the undersigned

Joe A. Scotch, Jr. and wife Myrna C. Scotch and
Wayne J. Scotch and wife, Martha B. Scotch

have hereunto set their signatures and seal, this

10th day of November, 1982

Mtg TAX 67.50

Res 4.00

Ins 1.00

Total 72.50

1982 NOV 15 AM 8:22

JUDGE OF FREIGHT

(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of

Alabama

Shelby COUNTY

I,

the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that

Joe A. Scotch and wife, Myrna C. Scotch and Wayne J. Scotch and wife,
Martha B. Scotch

whose names assigned to the foregoing conveyance, and who are known to me acknowledged before me on this day,
that being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of November, 1982

Notary Public.

THE STATE of

Alabama

Shelby COUNTY

I,

hereby certify that

, a Notary Public in and for said County, in said State,

whose name as

of

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 such 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 10th day of November, 1982

Notary Public

Notary Public

Return to:

Joe A. Scotch and wife, Myrna C. Scotch
and Wayne J. Scotch and wife,
Martha B. Scotch

Shelby State Bank

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama