

This instrument was prepared by

274

(Name) Jane M. Martin, Asst. Vice-President Loan Admn., Shelby State Bank

(Address) P. O. Box 216 Pelham, AL 35124

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Daisy Marie Conrad, a widow

(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 Fifteen-Thousand-Eight-Hundred Dollars and no/100----- Dollars (\$ 15,800.00 ), evidenced by her note of even date.

427 PAGE 144

BOOK

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,

Daisy Marie Conrad, a widow

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:

From the Northwest corner of Section 14, Township 21 South, Range 3 West, run South along the West Boundary of said Section 14, a distance of 1439.8 feet to the point of beginning of the land herein described; thence continue to run South along the West Boundary of said Section for a distance of 200.2 feet; thence turn an angle of 92 deg. 29 min. to the left and run a distance of 576.5 feet; thence turn an angle of 126 deg. 36 min. to the left and run a distance of 249 feet; thence turn an angle of 53 deg. 24 min. to the left and run a distance of 419.10 feet, more or less, to the point of beginning, being a part of the SW<sup>1/4</sup> of NW<sup>1/4</sup> of Section 14, Township 21 South, Range 3 West. EXCEPTING HOWEVER, A strip of land 12 feet wide beginning at the SE corner and running Northwesterly along the East Boundary of the above described land for the purpose of roadway. Situated in Shelby County, Alabama.

Daisy Marie Conrad is the surviving grantee of deed recorded in Deed Book 260, Page 937, in the Probate Office of Shelby County, Alabama, the other grantee, Charles Lee Conrad, having died on or about the 8th day of Jan., 19 72.

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, and if the interest may appear, and to promptly deliver said policies, or any renewals of the same, 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

Daisy Marie Conrad, a widow

have hereunto set her signature and seal, this

28th day of January

, 19 83

NOTARIAL SEAL  
THIS DOCUMENT WAS FILED

Daisy Marie Conrad

(SEAL)

REG TAX 23.70  
Rec 3.00  
Jnd 1.00  
27.70 *Time & Labor*

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

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

I, the undersigned  
hereby certify that Daisy Marie Conrad, a widow

whose name 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 the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of January

Daleene M. Detheit

, 19 83  
Notary Public

THE STATE of }  
COUNTY }

My Commission Expires May 19, 1985

I,  
hereby certify that

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

whose name as  
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

day of

, 19

, Notary Public

Daisy Marie Conrad, a widow

TO

Shelby State Bank

**MORTGAGE DEED**

Return to:

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE — ABSTRACTS  
Birmingham, Alabama