

R.ville

4925
Mortgage

1118

State of Alabama

SHELBY COUNTY &
FRANKLIN COUNTY

Know All Men By These Presents, that whereas the undersigned

Robert E. Owens and wife, Janice Owens & Owens Fabricating Co., Inc.

justly indebted to **THE FIRST NATIONAL BANK OF RUSSELLVILLE**

563

in the sum of Four Hundred Thousand Six Hundred Four and No/100-----Dollars

evidenced by their promissory note which is payable one year from note date or on demand. 4/1/83

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, April 1, 1984 (One Year)

~~Note~~ Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at

maturity, the undersigned, Robert E. Owens and wife, Janice Owens & Owens Fabricating Co., Inc.

do, or does, hereby grant, bargain, sell and convey unto the said **THE FIRST NATIONAL BANK OF RUSSELLVILLE**

(hereinafter called Mortgagee) the following described real property situated in

Shelby & Franklin County, Alabama, to-wit:

(See attached copies)

BOOK 430 PAGE 70

Said property is warranted free from all incumbrances and against any adverse claims.

First National Bank
P.O. Box 600
Russellville, AL 35651

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

On this the 1st day of April 19 83

WITNESSES:

601.05 mtg tax
6.00 fee

607.05 pt

Robert E. Owens (Seal)
Robert E. Owens, Individual
Janice Owens (Seal)
Janice Owens, Individual
Owens Fabricating Co., Inc. (Seal)
By: Robert E. Owens
Robert E. Owens, President (Seal)
Janice Owens
Janice Owens, Secretary

STATE OF ALABAMA

FRANKLIN

County

General Acknowledgement

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

I, the undersigned,
hereby certify that Robert E. Owens and Janice Owens whose names as President and Secretary respectively of Owens Fabricating Co., Inc. and Robert E. Owens and wife, Janice Owens Individually

are
signed to the foregoing conveyance, and who with full capacity and full authority
known to me, acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of April 19 83

Notary Public.

filed 4/5/83 @ 4:55 P.M.
Hed Kirby
Judge of Probate
454-563

(1) All that part of the SW 1/4 of the SE 1/4 of Section 25, Township 19, Range 3 West that lies East of the Old Birmingham Highway, which is known as Highway in Shelby County, Alabama. This land also being described as Lots 22 through 28 as shown of the plat of the David Owens property prepared by Allen Whitley of Pelham, Alabama.

(2) Commence at the Southeast corner of the Southwest quarter of the 56th Southwest quarter of Section 29, Township 6 South, Range 11 West; thence North 4 degrees 58 minutes West 693.5 feet to an iron stake on the Southerly boundary of Alabama Highway No. 24 or Moulton Road; thence South 46 degrees 42 minutes along said road 159.7 feet to a concrete right-of-way marker; thence South 2 degrees West 225.62 feet to a cross in a limestone rock at the intersection of the Westerly boundary of U. S. Highway No. 43 and the Southerly boundary of Alabama Highway No. 24 or Moulton Road; thence South 43 degrees 40 minutes West 1462 feet to a point on the Westerly right-of-way of said U. S. Highway No. 43; thence turn left an angle of 90 degrees and run 200 feet to an iron stake on the Easterly right-of-way line of said U. S. Highway No. 43; being the point of beginning; thence turn angle to the right 90 degrees or South 43 degrees 40 minutes West 200 feet to an iron stake; thence turn angle to the left 90 degrees or South 46 degrees 20 minutes East 200 feet to an iron stake; thence turn angle to left 90 degrees or North 43 degrees 40 minutes East 200 feet to an iron stake; thence turn angle to the left North 46 degrees 20 minutes West 200 feet to the point of beginning; being and lying in the North half of Northwest quarter of Section 32, Township 6 South, Range 11 West, Franklin County, Alabama.

Commence at the NE corner of NW 1/4 of NW 1/4 of Section 32, Township 6 South, Range 11 West; thence North 73 degrees 34 minutes W. 238 feet 8 inches to an iron stake at Southeasterly corner of E. J. Miller and on Northwesterly boundary of U. S. Highway No. 43 By-Pass; thence South 43 degrees 40 minutes West along said Highway 1062 feet thence South 46 degrees 20 minutes E. or at right angles to said highway 200 feet to an iron stake; thence S. 43 degrees 40 minutes W. along said highway 400 feet to an iron stake which is the Southwesterly corner of Gist lot, and being the point of beginning of the tract herein described; thence South 43 degs. 40 mins. W. along said highway 200 feet to an iron stake being the Southwesterly corner of the tract described; thence S. 46 degrees 20 mins. E. 200 feet to an iron stake; thence North 43 degrees 40 minutes East 200 feet to an iron stake; thence North 46 degrees 20 minutes West 200 feet to the point of beginning.

Commence at the NE corner of NW 1/4 of NW 1/4 of Section 32, Township 6 South, Range 11 West; thence N. 73 degrees 34 minutes W. 238 feet 8 inches to an iron stake at Southeasterly corner of E. J. Miller lot on Northwesterly boundary of U. S. Highway No. 43 By-Pass thence South 43 degrees 40 minutes W. along said Highway 1062 feet; thence S. 46 degrees 20 minutes E. or at right angles to said Highway 200 feet to an iron stake; thence S. 43 degrees 40 minutes W. along said Highway 400 feet to an iron stake which is the Southwesterly corner of Gist lot; thence South 43 degrees 40 minutes W. along said Highway 200 feet to an iron stake; thence S. 46 degrees 20 mins. E. 200 feet to an iron stake; which is the point of beginning of tract herein conveyed; thence S. 46 degrees 20 minutes E. 200 feet more or less to the NW boundary of the property now owned by the City of Russellville; thence Northeasterly along said line to the property now owned by said Grantees thence North 46 degrees 20 minutes W. 218.9 feet to a point; thence S. 43 degrees 40 minutes W. 200 feet to the point of beginning.

Commence at the SW corner of the SW 1/4 of SW 1/4 of Section 29, Township 6 South, Range 11 West; thence N. 4 degrees 58 mins. W. 693.5 feet to an iron stake on Southerly boundary of Old Highway 24 or Moulton Road; thence South 46 degrees 42 mins. E. along said road 159.7 feet to a cross in a limestone rock at intersection of W. Boundary of U. S. Highway No. 43; and Southerly boundary of Old Highway No. 24, or Moulton Highway; thence S. 43 degrees 40 mins. W. 1462 feet to a point on Westerly right-of-way of U. S. Highway No. 43, thence turn

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left angle of 90 degrees and run 400 feet to a point which is the NE corner of property now owned by O. F. Gist and is the point of beginning, of the property herein described; thence S. 46 degrees 20 minutes East 331.3 feet to an iron stake which is a point on the Northwest property line of the City of Russellville property; thence S. 63 degrees W. along said City property a distance of 424.9 feet to an iron stake on the said City line; thence North 46 degrees 20 minutes West 211 feet to an iron stake being the SE corner of the property now owned by O. F. Gist and Danny Gist; thence N. 43 degrees 40 mins. E. a distance of 400 feet to an iron stake and the point of beginning and containing 2.5 acres, more or less. Subject to power line easements, highway rights of ways and other existing easements. 566

Commence at the NE corner of NW 1/4 of NW 1/4 of Section 32, Township 6 South, Range 11 West; thence North 73 degrees 34 minutes West 238 feet 8 inches to an iron stake on Southeasterly corner of E. J. Miller lot and on Northwesterly boundary of U. S. Highway No. 43 By-Pass; thence S. 43 degrees 40 minutes W. along said Highway 1062 feet; thence South 46 degrees 20' East or at right angles to said Highway 200 feet to an iron stake; thence South 43 degrees 40 minutes West along said Highway 200 feet to an iron stake which is the Southwesterly corner of Gist Lot for point of beginning; thence South 43 degrees 40 minutes West along said Highway 200 feet; thence South 46 degrees 20 minutes E. or at right angles to said Highway 200 feet; thence North 43 degrees 40 minutes East parallel with said Highway 200 feet; thence North 46 degrees 20' West 200 feet to the point of beginning, situated, lying and being in the Northwest Quarter of Northwest Quarter of Section 32, Township 6 South, Range 11 West, Franklin County, Alabama.

Commence at the Northwest corner of the Northeast Quarter of Section 32, Township 6 South, Range 11 West; thence South 82 degrees 42' West a distance of 29.55 feet to an iron stake on the Easterly boundary of U. S. Highway No. 43 By-Pass; thence South 43 degrees 40 mins. West along said Easterly boundary of said highway 500 feet to an iron stake which point is the Southwest corner of the Thorn property; thence South 46 degrees 20' East a distance of 778 feet 10 inches along the Thorn and A. C. Britton property line to an iron stake on Westerly boundary of City road right-of-way; thence South 63 degrees West along said right-of-way a distance of 586.7 feet to the point of beginning of tract herein conveyed; thence continue South 63 degrees West 100 feet to an iron stake; thence North 46 degrees 20' West 551.3 feet to an iron stake on the Easterly right of way of U. S. Highway No. 43 and also being the Northwest corner of the Franklin Machine Works Property; thence North 43 degrees 40' East along said right-of-way 100 feet; thence South 46 degrees 20' East a distance of 778 feet 10 inches more or less to the point of beginning, lying and being in the NE 1/4 of NW 1/4 of Section 32, Township 6 South, Range 11 West. Subject to power line easements. Highway and other existing easements over and across said property.

TO WHOM IT MAY CONCERN:

1983 APR 21 AM 9:03

I, Hal Kirby, Judge of Probate in Franklin County,

Alabama hereby certify that the Mortgage Tax in the amount of \$601.05 was paid in this county on April 5, 1983.

HAL KIRBY

JUDGE OF PROBATE

FRANKLIN COUNTY

(205) 332-1210

P.O. BOX 70
RUSSELLVILLE, ALABAMA 36653

Hal Kirby

Judge of Probate

FRANKLIN COUNTY
CERTIFY THIS
DOCUMENT WAS FILED

P.C. 0
40

Rec 6.00
Jud 1.00
7.00