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This instrument was prepared by

(Name) Jane M. Martin Asst. V.P. Loan Adm.

(Address) Shelby State Bank P.O.Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Glen H. Yancey, and wife Betty Ann Yancey Ricky Yancey, and wife Rose Yancey  
Ronald Yancey, and wife Barbara Yancey Raymond Yancey, a single man Randy Yancey, and  
wife Julie Yancey  
(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 Twelve Thousand and no/100----- Dollars  
(\$ 12,000.00 ), 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, Glen H. Yancey and wife Betty Ann Yancey  
Ricky Yancey, and wife Rose Yancey Ronald Yancey and wife Barbara Yancey Raymond Yancey,  
a single man, Randy Yancey and wife Julie Yancey

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:

See Exhibit "A" Attached Legal Description

BOOK 435 PAGE 958  
SHELBY STATE BANK  
P. O. BOX 216  
Pelham, AL 35124

SHELBY STATE BANK  
P. O. BOX 216  
Pelham, AL 35124

Said property warranted free from all incumbrances and at any adverse claims, except as stated

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 Glen H. Yancey and wife Betty Ann Yancey Ricky Yancey, and wife Rose Yancey Ronald Yancey and wife Barbara Yancey Raymond Yancey, a single man Randy Yancey and wife Julie Yancey

have hereunto set signature and seal, this day of , 19  
..... (seal) ..... (SEAL)  
Ricky Yancey Glen H. Yancey  
Rose Yancey Betty Ann Yancey  
Rose Yancey ..... (seal) ..... (SEAL)  
Ronald Yancey Raymond Yancey  
Ronald Yancey ..... (seal) ..... (SEAL)  
Barbara Yancey Randy Yancey  
Barbara Yancey ..... (seal) ..... (SEAL)  
THE STATE of ALABAMA  
SHELBY COUNTY } Julie Yancey ..... (seal)

I, the undersigned , a Notary Public in and for said County, in said State, hereby certify that Glen H. Yancey, and wife Betty Ann Yancey Ricky Yancey , and wife Rose Yancey Ronald Yancey and wife Barbara Yancey, Raymond Yancey a single man Randy Yancey, and wife Julie Yancey whose names are signed 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 26 day of August , 19 83  
My Commission Expires July 31, 1984 Hope A. Lewis Notary Public.

THE STATE of }  
COUNTY }  
I, , a Notary Public in and for said County, in said State, hereby certify that 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 day of , 19

....., Notary Public

Return to:  
Shelby State Bank  
P.O. Box 216  
Pelham, AL. 35124  
TO  
Glen H. Yancey

MORTGAGE DEED

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

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of Lot 3, Block 1, in West Manor Addition to the Town of Montevallo according to map recorded in Map Book 3, Page 60, in the Office of the Probate Judge of Shelby County, Alabama, said parcel being described more particularly as follows: Begin at a point 50 feet SW of the Eastmost corner of said Lot 3, which point is on the West right of way line of the Montevallo and Calera Street and is 459½ feet SW of the point where said street crosses the Southern Railroad right of way and from said beginning point, run in a Southwesterly direction along the West line of said street to the Eastmost corner of Lot 4, in said Block 1; thence in a Northwesterly direction along the Northerly line of said Lot 4, a distance of 337 feet to the right of way of the Southern Railway; thence along the same in a Northeasterly direction 58 feet; thence in a Southeasterly direction and parallel with the Southwesterly line of said Lot 3 to the point of beginning.

Also Lot 4, in Block 1, West Manor Addition to the Town of Montevallo, according to survey and map recorded in Map Book 3, Page 60, in the Office of the Probate Judge of Shelby County, Alabama; said lot being more particularly described as follows: Begin at the point on the West line of the Montevallo and Calera Street 509½ feet South of the place where said street crosses the South right of way line of the Southern Railway; said point of beginning being the Southmost corner of Lot 3, in said Block 1; from said point of beginning run perpendicular to said street and along the Southwesterly line of said Lot 3, a distance of 337 feet to the right of way of Southern Railway; thence along same in a Southwesterly direction 116 feet; thence in a Southeasterly direction and parallel with the Northerly line of said Lot 4 a distance of 409 feet to the Westerly line of said Montevallo and Calera Street; thence along same in a Northeasterly direction 100 feet to the point of beginning;

Also Lots 5, 6, 7, 8, and 9, in Block 1, and also West Drive and 2 alleys in West Manor Addition to the Town of Montevallo, according to survey and map recorded in Map Book 3, Page 60, in the Office of the Probate Judge of Shelby County, Alabama; said property being described as follows: Begin at a point on the West line of Montevallo and Calera Street 609½ feet Southwesterly of the place where said street crosses the South right of way line of the Southern Railway, said point of beginning being the Southmost corner of Lot 4 in Block 1 of said subdivision; from said point of beginning run perpendicular to said street and along the Southwesterly line of said Lot 4 for 409 feet, more or less, to the right of way of the Southern Railway; thence along same in a Southwesterly direction 299.5 feet to the Northmost corner of Lot 6 in Block 2, of said subdivision; thence in a Southeasterly direction and along the Northerly lines of Lots 1, 3, 4, 5, and 6, in said Block 2 for 569.7 feet, more or less, to the West line of said Montevallo and Calera Street; thence along same in a Northeasterly direction 255 feet to the point of beginning; All being situated in the SE¼ of the NE¼ and in the NE¼ of the SE¼, Section 4, Township 24 North, Range 12 East, Shelby County, Alabama.

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

SHELBY STATE BANK

P. O. Box 216

Montevallo, AL 35115

1983 SEP -1 AM 9:47

Schedule \_\_\_\_\_ Page \_\_\_\_\_ No. \_\_\_\_\_

ORIGINAL  
JUDGE OF PROBATE

Montg TAX 18.00  
Rec 8.00  
Jud 1.00  
27.00