

(Name) **FIRST AMERICAN BANK, N. A.** 2164
(Address) **3000 HIGHWAY 31 SOUTH, POST OFFICE BOX 100, 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,

MAX V. GILMER AND WIFE, BETTY A. GILMER

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

FIRST AMERICAN BANK, N. A.

of **FORTY FIVE THOUSAND & NO/100** (hereinafter called "Mortgagee", whether one or more), in the sum
(\$ **45,000.00**), evidenced by ----- Dollars

Installment note of even date payable in 120 monthly installments of principal plus interest at an interest rate to change each January 10th to be Lender's Prime + 3%, initial rate of 14.00% APR

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,

MAX V. GILMER AND WIFE, BETTY A. GILMER

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:

Part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southwest corner of the Southeast Quarter of the Southeast Quarter, Section 34, Township 20 South, Range 1 West, thence East along the South line of said section 34 a distance of 630.56 feet to the point of beginning; thence 90 degrees left and run north for a distance of 238.0 feet; thence 56 degrees 45 minutes left in a northwesterly direction for a distance of 115.6 feet; thence 41 degrees 15 minutes right in a northwesterly direction for a distance of 36.4 feet; thence 68 degrees 34 minutes right in a northeasterly direction for a distance of 186.4 feet; thence 53 degrees 13 minutes left and run north for a distance of 580.0 feet to the centerline of the county road which runs from Shelby County Road #47 past a small cemetery known as the Foster Cemetery and/or the Moss Davis Cemetery, and which joins Shelby County Road #34 near the railroad depot in Columbiana; thence east along the centerline of said road a distance of approximately 420 feet to the point where the north line of said quarter-quarter section crosses said road, thence east along the north line of the quarter-quarter section to the Northeast corner of the quarter-quarter section; thence south to the Southeast corner of Section 34, thence West along the South section line to the point of beginning. Situated in Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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

MAX V. GILMER AND WIFE, BETTY A. GILMER

have hereunto set their signatures and seal, this 11th day of November, 19 83

X Max V. Gilmer (SEAL)
Max V. Gilmer
X Betty A. Gilmer (SEAL)
Betty A. Gilmer
(SEAL)

Mtg Tax 67.50
Rec 3.00
Jud 1.00
71.50

NOTARY PUBLIC
SHELBY CO.
I CERTIFY THIS
WAS FILED

1983 NOV 15 AM 10:25

THE STATE of Alabama
Shelby County

I, Cynthia B. Kemp, a Notary Public in and for said County, in said State, hereby certify that Max V. Gilmer and Wife, Betty A. Gilmer

whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of November, 19 83

Cynthia B. Kemp

Notary Public.

THE STATE of
COUNTY

My Commission Expires March 10, 1984.

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:

TO

MORTGAGE DEED

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

Birmingham, Alabama