

N60

State of Alabama }

Shelby County.

Central State Bank
Eleanor Dowd

MORTGAGE

THIS INDENTURE is made and entered into this 3rd day of December, 1983 by and between
Paul A. Tessier and wife, Kathy Tessier

(hereinafter called "Mortgagor", whether one or more) and Central State Bank (hereinafter called
"Mortgagee").

WHEREAS, Paul A. Tessier and wife, Kathy Tessier

is (are) justly indebted to the Mortgagee in the principal sum of Ten thousand fifty seven and 56/100
dollars (\$ 10,057.56) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is
payable in accordance with its terms, and which has a final maturity date of February 1, 1984.

This loan is due in one payment of \$10,330.25 due February 1, 1984

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the foregoing, with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

Part of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22, Township 21 South, Range 3 West
described as follows: Commence at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run West along the South boundary for 965 feet to point of beginning of land herein described; thence continue along the last mentioned course 230 feet; thence 88 deg. 30 min. to the right 325 feet to the south right of way boundary of a 50 feet street; thence 91 deg. 30 min. right along said right of way boundary of Street 230 feet; thence 88 deg. 30 min. right 325 feet to the point of beginning; being situated in Shelby County, Alabama

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together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate to be conveyed by this mortgage.

I HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee to lawfully sell in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is unencumbered, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over the mortgage if hereinafter jointly called "Liens"; and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may either (a) sue for the same, or (b) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, lightning, explosion, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, to be paid to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate; unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor must provide that they be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, and the right to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee, and subject to any premium, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed by the Mortgagee provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value for for such lesser amount as the Mortgagee may wish, at the risk of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, if not collected, to the Mortgagee; such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of six percent per annum on the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver all valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, to the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs, attorney's fees, or other expenses, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste therein, and to times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this instrument shall be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt which Debt includes the indebtedness evidenced by the promissory note referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals, and remits to the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fails to do so, the obligation under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or is false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics, or materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed or any action is taken authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the proceeds of the sale of the interest in the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any provision contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them fail, file or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets; (10) Mortgagor indicates a bankrupt or insolvent or file a voluntary petition in bankruptcy; (11) fail, or admit in writing such Mortgagor's inability generally, to pay debts as they come due; (d) make a general assignment for the benefit of creditors; (e) file a petition or an answer seeking reorganization or adjustment with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if no such order or decree is stayed or vacated; or (11) Mortgagor or any of them fail to pay debts as they come due, or (12) Mortgagor or any of them fail to pay debts as they come due, or (13) Mortgagor or any of them fail to pay debts as they come due, or (14) Mortgagor or any of them fail to pay debts as they come due, or (15) Mortgagor or any of them fail to pay debts as they come due, or (16) Mortgagor or any of them fail to pay debts as they come due, or (17) Mortgagor or any of them fail to pay debts as they come due, or (18) Mortgagor or any of them fail to pay debts as they come due, or (19) Mortgagor or any of them fail to pay debts as they come due, or (20) Mortgagor 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ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }
Shelby County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

Paul A Tessier and wife Kathy Tessier whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same were date.

Given under my hand and official seal this 3rd day of Dec., 19 83.

Eleanor Dowd

Notary Public

My commission expires: State of Alabama at Large
February 13, 1985

NOTARY MUST AFFIX SEAL

ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama }
County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____ whose name as _____ of _____ corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS
1983 DECEMBER 29TH

1983 DEC 29 AM 10:46

Eleanor A. Dowd
NOTARY PUBLIC

Mtg TAX 15.15
Dec 4.50
Trust 1.00
Total 20.65

STATE OF ALABAMA
Office of the Judge of Probate
I hereby certify that the within mortgage was filed
in this office for record on the
day of _____, 19_____
at _____ o'clock _____ M., and was
duly recorded in Volume _____ of
Mortgages, at page _____, and ex-
amined.

MORTGAGE DEED

CONTRACT
NUMBER 223
VOLUME 3
PAGE 3

Judge of Probate.