

THE STATE OF ALABAMA

Chilton County

Minnie F. Wade, Charles Wade III and wife, Barbara D. Wade

KNOW ALL MEN BY THESE PRESENTS, That whereas, I, (M) do

am justly indebted to THE FIRST NATIONAL BANK, a corporation, Clanton, Alabama, in the sum of Twenty Thousand Eight Hundred Thirty-eight and no/100

(\$ 20,838.00) DOLLARS

as is evidenced by promissory waleve note bearing even date herewith and due and payable October 7, 1980

And, whereas, the said Minnie F. Wade, Charles Wade III and wife, Barbara D. Wade

is desirous of securing punctual payment of said note at maturity, and in order to secure the payment of same or any renewal thereof together with all and any additional and other amounts which I now or may hereafter in anywise owe said FIRST NATIONAL BANK, a corporation, Clanton, Ala., its heirs, successors or assigns, including any future advances and all other debts and demands of any kind which I may now or may hereafter owe others, assigned to or otherwise acquired by them during the life of this mortgage, which assignment, in order to acquirement we hereby authorize and confirm, or before the payment in full of all amounts secured by this mortgage, either before or after the due date of this mortgage:

Now, therefore, we, the said Minnie F. Wade, Charles Wade III and wife, Barbara D. Wade do hereby grant, bargain, sell and convey unto the said FIRST NATIONAL BANK, a corporation, Clanton, Alabama, its heirs, successors or assigns, the following-described property, situated in Shelby County, Alabama—to-wit:

A lot or parcel of land lying and being situated in Calera, Shelby County, Alabama, and being better known as the Old Western Auto building and being described as follows: Beginning at the intersection of 12th Street and 16th Avenue in the town of Calera, Shelby County, Alabama, run 25 feet along 12th Street South on the East side thereof to the point of beginning, from said point as the point of beginning, continue to run in said direction along said 12th Street for 25 feet, thence run at a right angle east for 150 feet to an alley, thence run at a right angle north for 50 feet to the south side of 16th Avenue, thence run west along the South side of 16th Avenue for 75 feet, thence run at a right angle south for 25 feet, thence run at a right angle North for 75 feet to the East side of 12th Street. Lying and being situated in the Town of Calera, Shelby County, Alabama, and including all improvements situated thereon.

All of said property situated in Shelby County, Alabama, and warranted free from all encumbrances and against any adverse claims. To have and to hold unto the said FIRST NATIONAL BANK, a corporation, Clanton, Alabama, its heirs, successors or assigns forever.

Now the conditions of the above conveyance are such that if we pay, or cause to be paid, the hereinbefore-described note when the same falls due, and also all other liabilities secured hereby at their maturity, then this conveyance is to cease and be void; but should we make

default in the payment of said note in whole or in part, at maturity, or in the payment of any other indebtedness secured hereby, in whole or in part, at its maturity, or should we at any time sell, convey, or dispose of said property or part with the title or possession of any of said property, or if said FIRST NATIONAL BANK, a corporation, Clanton, Ala., its heirs, successors or assigns, shall declare or make said debt and liabilities due and payable in event they deem such action desirable to better secure their said claim, the right to do so being hereby given to and conferred upon them absolutely, at any time hereafter, whenever they deem such action desirable or proper, said FIRST NATIONAL BANK, a corporation, Clanton, Ala., its heirs, successors or assigns are hereby authorized and empowered, before or after maturity, at any time to take possession of said property, and with or without possession, sell the same either on the premises, or where located, or at the Courthouse door of Chilton County, Ala., at public outcry, to the highest bidder for cash, after having given three successive weeks notice by publication in some newspaper published in Chilton County, Alabama, of the time, place and terms of such sale; provided the amount secured by this mortgage does not exceed \$500.00 such publication may be made by posting written notices at three public places in Chilton County, Ala., 20 days prior to the date of such sale, and apply the proceeds of said sale as follows: First, to the costs and expenses of making such sale, including a

reasonable attorney's fee; Second, to the payment of what may be due on the hereinbefore-described note and the indebtedness secured by this mortgage, the right to apply the amount so realized to indebtedness secured hereby, other than the above-described note being hereby vested in them, and the surplus, if any, to be turned over to us or our legal representatives.

And in the event of a sale of the above-described property, or any part thereof, under the power of sale herein contained, the said FIRST NATIONAL BANK, a corporation, Clanton, Alabama, its heirs, successors or assigns, may be bidders for and purchasers of said property, or any part thereof, and in the event of any such purchase by the said FIRST NATIONAL BANK, a corporation, Clanton, Ala., its agent or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to it or them a property conveyance for the lands so purchased. And we will for our heirs and administrators covenant with the said FIRST NATIONAL BANK, a corporation, Clanton, Alabama, its heirs, successors and assigns that we will warrant the title so made, and forever defend it in the quiet and peaceable possession of the same against the lawful claims of all persons whatsoever.

And the said FIRST NATIONAL BANK, a corporation, Clanton, Ala., its heirs, successors and assigns is hereby authorized and empowered, either before or after maturity, to take possession of any personal property conveyed hereby, and is authorized to sell the same upon the terms and conditions as provided hereinabove, for the foreclosure of this mortgage; and to sue for and otherwise collect in their own name all claims for rents and advances, and crops due or to become due to us, as landlord, joint tenants, tenants in common or share croppers, and if at any time, they may deem it to their best interest, they are hereby authorized to apply any money or other property in their possession to the payment or part payment of the debts or liabilities secured hereby; and for that purpose the title to any money or other property advanced to them to us remains in them, so long as such money or property remains in their possession.

In the event this mortgage is foreclosed in a Court of equitable jurisdiction, we agree to pay a reasonable solicitor's fee for the foreclosure thereof, or should it be deemed necessary or proper by said FIRST NATIONAL BANK, a corporation, Clanton, Alabama, its heirs, successors or assigns, to employ an attorney to protect their interest in any of the hereinbefore-described property, whether by suit or otherwise, we agree to pay a reasonable attorney's fee for such service, the same to become a part of the debt hereby secured.

We agree to keep the buildings situated on said lands insured against loss by fire and tornado in a sum not less than \$ in some insurance company qualified to do business in the State of Alabama, loss payable to mortgagee as his interests may appear. In the event we fail to keep such property so insured said mortgagee may insure same in our behalf, and the premiums paid shall become a part of the debt secured hereby, or the mortgagee may declare the indebtedness secured hereby due and payable, and proceed to foreclose this mortgage.

We agree to pay all taxes or other assessments on this property within 30 days after the same become delinquent, and the record fee of this conveyance.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this the 7th day of July, 1980

Witness:

Charles M. Wade III (L.S.)
Barbara D. Wade (L.S.)
Minnie F. Wade (L.S.)

COLONIAL BANK N.A.

PO BOX 1108 MONTGOMERY ALABAMA 36192

P. O. Box 538
Clanton, AL 35045

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THE STATE OF ALABAMA, CHILTON COUNTY.

I, Alice L. Lawhorn, a Notary Public in and for said State and County,

hereby certify that Minnie F. Wade, Charles Wade III and wife Barbara D. Wade

whose name s 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, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 7th day of July, 1980

Alice L. Lawhorn, Notary Public
my comm. expires Dec. 28, 1982

THE STATE OF ALABAMA, CHILTON COUNTY.

I, Alice L. Lawhorn, Notary Public in and for said State and County, do

hereby certify that on the 7th day of July, 1980, came before me the within-named

Barbara D. Wade, known to me to be the wife of the within-named

Charles Wade III, Who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand, this the 7th day of July, 1980

Alice L. Lawhorn, Notary Public
my comm. expires Dec. 28, 1982

1984 JAN 27 AM 8:52

Mtg TAX 31.35
Rec 3.50
Jud 1.00
35.85

tax 31.35
rec 3.50

M O R T G A G E

FROM

Minnie F. Wade, Charles Wade III and
wife, Barbara D. Wade

TO

THE FIRST NATIONAL BANK
A CORPORATION
CLANTON, ALA.

THE STATE OF ALABAMA

Chilton County

OFFICE OF PROBATE JUDGE

I hereby certify that the within Mortgage was filed in
this office for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and duly recorded in Book _____ of Mortgages, Page _____ and examined.

_____ Judge of Probate.

THE STATE OF ALABAMA

Chilton County

Judge of Probate for said County, hereby certify that the
following Privilege Tax has been paid on the within instru-
ment as required by law—viz:

Judge of Probate

Record Fee, \$ _____

Odus L. Driver

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