

This instrument was prepared by
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Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sarah S. Crabtree and husband, J.M. Crabtree

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
J. C. Garrett, III, Trustee for
Bank of Goodlettsville

(hereinafter called "Mortgagee", whether one or more), in the sum

of -----Thirty Five Thousand and no/100-----Dollars
(\$ 35,000.00), evidenced by promissory note of even date herewith and due and
payable in accordance with the terms, conditions and provisions of said
note and/or any renewal or extensions thereof.

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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,

Sarah S. Crabtree and husband, J.M. Crabtree

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:

The description contained below is taken from a deed dated April 21, 1917, and
recorded in Deed Book 59, Page 622, from N.A. Avery, a single woman, to Sallie
L. Weaver, in the Probate Office of Shelby County, Alabama, and more parti-
cularly described as follows:

A certain house and lot of land situated in the town of Columbiana, Alabama,
and described and bounded as follows, to-wit: Commencing at the Southwest
corner of the lot upon which W.L. Farley now lives and running in a Westerly
direction along the street 102 feet; thence in a Northerly direction 436 feet
to the street running from the Academy lot to the Main Street; thence in an
Easterly direction along said street 102 feet to the Northwest corner of the
lot upon which the said W.L. Farley now resides; thence in a Southerly direction
419 feet to the beginning point, containing one acre, more or less. The said
property herein described being bounded on the South by College Street, on
the West by lot of Mr. C.E. Nivens, on the North by an Alley, and on the
East by the lot of W.L. Farley. LESS AND EXCEPT that lot conveyed to D.H.
Bentley, Sr., as shown described in Deed Book 132, Page 120, dated February 9,
1948, in the Probate Office of Shelby County, Alabama, more particularly
described as follows, to-wit: Commencing at the Northwest corner of the lot
now occupied by Sally L. Weaver, a widow, as a residence, which corner is the
Northeast corner of the C.E. Niven lot; run thence in an Easterly direction
along street leading from Grammar School to Main Street 102 feet to the
Northeast corner of Sally L. Weaver's property; run thence in a Southerly
direction along East boundary of Sally L. Weaver's property and West boundary
of Victor Milstead's lot 160 feet; run thence in a Westerly direction and
parallel with the above described street 102 feet to the East line of C.E.
Niven lot; run thence in a Northerly direction along East side of C.E.
Niven lot to point of beginning. Said lot being the North 160 feet of Sally
L. Weaver's lot.
Situated in Shelby County, Alabama.

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

PLEASE MAIL TO: ✓BANK OF GOODLETTSVILLE, P. O. BOX 488,
GOODLETTSVILLE, TN 37072

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

Sarah S. Crabtree and husband, J.M. Crabtree

have hereunto set OUR signature ALA. and seal, this

8th day of March, 1982.

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED 1984 FEB 23 AM 9:20 JUDGE OF PROBATE

Sarah S. Crabtree (SEAL) Sarah S. Crabtree (SEAL) J.M. Crabtree (SEAL) J.M. Crabtree (SEAL)

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Mtg TAX 52.50 3.00 1.00 56.50

THE STATE of TENNESSEE Davidson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Sarah S. Crabtree and husband, J.M. Crabtree are

whose name s/ 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 and official seal this 8th day of March, 1982. My Commission Expires 4-20-86 Claudia B. Davis 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

Bank of Goodlettsville P. O. Box 488 Goodlettsville, TN 37072 SARAH S. CRABTREE, AND HUSBAND, J. M. TO CRABTREE

J. C. Garrett, III, Trustee, BANK OF GOODLETTSVILLE

MORTGAGE DEED

Recording Fee \$ Deed Tax \$ This form furnished by Jefferson Land Title Services Co., Inc. 318 21ST NORTH P. O. BOX 10481 BIRMINGHAM, ALABAMA 35201 AGENTS FOR Mississippi Valley Title Insurance Company