

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

(Address) P. O. Box 216 Pelham, Al. 35124

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

W. Paul Yeager, and wife Clara E. Yeager, and David W. Yeager, and wife, Sarah M. Yeager, and James W. Fuhrmeister, and wife Patricia Anne Fuhrmeister, and James Austin Yeager, and wife Judith R. Yeager (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 Ninety Three Thousand Eight Hundred Twenty Four and 65/100----- Dollars (\$ 93,824.65), evidenced by their note of even date

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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, W. Paul Yeager, and wife Clara E. Yeager and David W. Yeager, and wife Sarah M. Yeager, and James Austin Yeager, and wife Judith R. Yeager and James W. Fuhrmeister and wife, Patricia Anne Fuhrmeister

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:

A parcel of land situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 20 South Range 3 West, Shelby County, Alabama, more particularly described as follows, to-wit: Begin at the Intersection of the West right-of-way line of Shelby County Highway No. 33 and the South boundary line of the North half of Section 13, Township 20 South, Range 3 West; run thence Westerly along the South boundary of the North half of said Section 13, a distance of 722 feet, more or less, to a point, which point is 210 feet due East of the intersection of the said South boundary line of the North half of Section 13, in the centerline of an existing dirt road; thence turn to the right and run Northerly parallel with the centerline of said dirt road a distance of 600 feet to a point; thence turn to the left and run Westerly parallel with the Southern boundary of the North half of said Section 13 a distance of 210 feet, more or less, to a point in the centerline of the existing dirt road; thence turn to the right and run Northerly along the centerline of said dirt road a distance of 725 feet, more or less, to a point, said point being the intersection of the dirt road and an East-West fence line; thence turn an angle to the right of 65 deg. 11' and run Easterly a distance of 1044 feet, more or less, to a point on the ridge line of the mountain; thence turn an angle to the right 120 deg. 01' and run Southerly along ridge line of said mountain a distance of 130.6 feet to a point, said point being an iron axle driven in the ground; thence turn an angle of 114 deg. 20' to the left and run Easterly a distance of 392.43 feet to a point, said point being an iron pipe driven in the ground on the West right-of-way line of Shelby County Highway No. 33; thence turn an angle to the right 121 deg. 25' and run Southerly along the West right-of-way line of Shelby County Highway No. 33 a distance of 1544 feet, more or less, to a point on the South boundary of the North half of Section 13, Township 20 South, Range 3 West, said point being the point of beginning.

LESS AND EXCEPT all that portion of the above described property which is located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 13, Township 20 South, Range 3 West.

Situated in Shelby County, Alabama.

This is a First Mortgage.

✓ SHELBY STATE BANK
P. O. Box 216
Pelham, Al. 35124

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

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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 W. Paul Yeager, and wife Clara E. Yeager, and David W. Yeager, and wife, Sarah M. Yeager, and James W. Fuhrmeister, and wife Patricia Anne Fuhrmeister, and James Austin Yeager, and wife Judith R. Yeager

have hereunto set their signatures and seal, this 10th day of February, 19 84

| | |
|---|-----------------------------------|
| <u>W. Paul Yeager</u> (SEAL) | <u>David W. Yeager</u> (SEAL) |
| <u>Clara E. Yeager</u> (SEAL) | <u>Sarah M. Yeager</u> (SEAL) |
| <u>James W. Fuhrmeister</u> (SEAL) | <u>James Austin Yeager</u> (SEAL) |
| <u>Patricia Anne Fuhrmeister</u> (SEAL) | <u>Judith R. Yeager</u> (SEAL) |

Patricia Anne Fuhrmeister
THE STATE of Alabama
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Paul Yeager, and wife Clara E. Yeager, and James W. Fuhrmeister, and wife Patricia Anne Fuhrmeister (see attached addendum for notarization of David W. Yeager, and wife, Sarah M. Yeager and James Austin Yeager, and wife Judith R. Yeager) 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 are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of February, 19 84

THE STATE of Maryland, Montgomery COUNTY }
I, Hugh E. Smith, a Notary Public in and for said County, in said State, hereby certify that James W. Fuhrmeister & Sarah M. Yeager whose name as (see above) 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 Feb 20, 19 84

Hugh E. Smith, Notary Public
My Commission Expires May 11, 1986
or July 1, 1986

Return to:

TO

MORTGAGE DEED

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

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

ADDENDUM

I, CANDRA R. CRIBBS, a Notary Public in and for said County, in said State, hereby certify that David W. Yeager, and wife Sarah M. Yeager, 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 are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of February, 1984

Candra R. Cribbs
Notary Public

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

1984 FEB 29 AM 9:15

Thomas A. Shoulen, Jr.
JUDGE OF PROBATE

Noty. fee - 140 85
Re - 750
D. - 100
149 35

I, Robert S. Stepi, a Notary Public in and for said County, in said State, hereby certify that James Austin Yeager, and wife Judith R. Yeager, 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 are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of Feb., 1984

Robert S. Stepi
Notary Public