

This instrument prepared by W. J. Cofield Date 10-13-83

972

For Coosa Valley Production Credit Association

Address P. O. Box 3478, Oxford, AL 36203

## REAL ESTATE MORTGAGE

WHEREAS, Robin Miller, a single woman

(hereinafter called mortgagor) is indebted to Coosa Valley Production Credit Association of Oxford, Alabama, (hereinafter called mortgagee) in the sum of Twenty-four thousand seven

hundred sixty-nine and no/100

DOLLARS, as evidenced by a promissory note or notes of even date herewith, payable as provided in said notes, as follows:

No. 1, for \$ 24,769.00 due October 13, 1984; No. 5, for \$ \_\_\_\_\_ due \_\_\_\_\_;

No. 2, for \$ \_\_\_\_\_ due \_\_\_\_\_; No. 6, for \$ \_\_\_\_\_ due \_\_\_\_\_;

No. 3, for \$ \_\_\_\_\_ due \_\_\_\_\_; No. 7, for \$ \_\_\_\_\_ due \_\_\_\_\_;

No. 4, for \$ \_\_\_\_\_ due \_\_\_\_\_;

together with interest thereon from date thereof at the per annum rate of interest provided for in each note; each said note also providing for a reasonable collection and attorney's fee;

WHEREAS, it is contemplated between the parties that the mortgagor herein may now be, or hereafter become, indebted to said mortgagee on account of additional loans or obligations, all of which said indebtedness shall be construed to include without being limited to any and all debts or indebtednesses of any other party or parties in favor of the mortgagee herein for which the undersigned mortgagor is now or may hereafter (and before the payment in full of the mortgage debt hereinabove described) become contingently liable or obligated as surety, guarantor, endorser, or otherwise, as well as any and all direct or liquidated indebtedness now or hereafter (and before the payment in full of the said mortgage debt hereinabove described) incurred by the undersigned mortgagor in favor of the mortgagee;

NOW, THEREFORE, to secure the payment of said indebtedness, or any other indebtedness of mortgagor to mortgagee or its assigns, and to secure any other amount that the mortgagee or its assigns may advance to the mortgagor before the payment in full of all said indebtednesses, cost of collection and attorney fee, and the performance of covenants and agreements herein

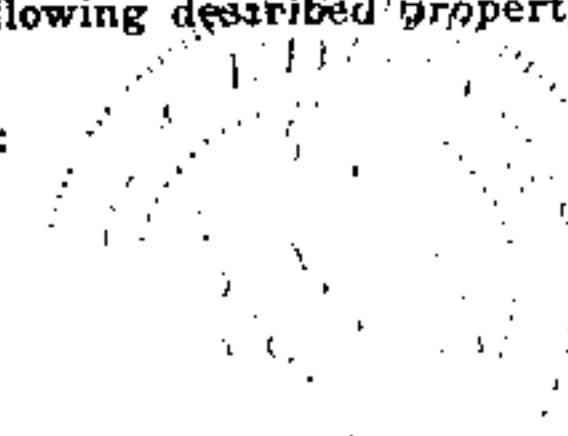
made Robin Miller, a single woman

in consideration of the premises,

(Names of All Mortgagors and Spouses)  
do hereby grant, bargain, sell, convey, warrant, and assign unto said mortgagee or its assigns the following described property

situated in Shelby County, Alabama, (unless otherwise specified) to wit:

SEE ATTACHED DESCRIPTION



*✓ P.O. Box 458  
Oxford, Ala. 35121*

To have and to hold the foregranted premises, together with improvements and appurtenances thereunto belonging, unto the mortgagee and assigns forever. Mortgagor contemplates obtaining additional future loans from mortgagee and mortgagor further covenants and agrees that this mortgage instrument shall, in addition to this debt, secure all other debts and obligations owed by mortgagor to mortgagee; and should mortgagor become indebted to mortgagee in excess of the amount herein stated, including pre-existing indebtedness, mortgagor expressly agrees that such debt shall be and the same is hereby made a part of this mortgage debt, with all the rights, power and authority, as to the collection and foreclosure herein expressed. Mortgagor expressly agrees that the language contained in this instrument and the language contained in each of the promissory notes given unto mortgagee sets forth the intention of mortgagor.

Mortgagor does hereby further pledge, pawn and deliver unto said Mortgagee, its successors or assigns, all of the stock and participation certificates of said Mortgagee, owned or acquired hereafter by the debtor, said Mortgagee hereby accepting and acknowledging same.

Mortgagor covenants with Mortgagee and assigns that Mortgagor is lawfully seized in fee of the aforegranted premises; that they are free of all encumbrances; that Mortgagor has a good right to sell and convey same to Mortgagee; that the Mortgagor will warrant and defend said premises to Mortgagee and assigns forever against the lawful claims and demands of all persons.

Mortgagor further covenants and agrees with Mortgagee and assigns to pay when due all taxes or other liens against all property described herein; to keep all such property insured against such risks and in such amounts required by Mortgagee, with loss payable to Mortgagee as its interest may appear; to properly cultivate and care for said property and not to commit waste or allow waste to be committed thereon; and not to sell or further encumber said property without the written consent of Mortgagee or its assigns.

If the Mortgagor fails to pay when due any sums hereby secured including any future advances or should Mortgagor fail to perform any of the agreements herein contained, become insolvent, be adjudicated a bankrupt or be made defendant in bankruptcy or receivership proceedings, the whole indebtedness secured hereby may, at the option of the Mortgagee or assigns, be declared due; in either event the Mortgagee or its agent or assigns is hereby authorized to sell the property hereby conveyed at public auction to the highest bidder for cash; the sale to be held at the courthouse (or at either courthouse, if there be two) of any county in which all or a part of the said lands are situated, after giving notice thereof by publication once a week for three weeks, of the time, place and terms of sale in a newspaper published in each county in which any part of said lands is situated; if no newspaper is then published in said county or counties, publication in a newspaper having general circulation therein shall suffice; in event of sale the Mortgagee or assigns is authorized to purchase the said property, or any part thereof, and the auctioneer or person making the sale is hereby expressly empowered to execute a deed in Mortgagor's name to any purchaser at such sale. The proceeds of sale shall be applied first, to payment of all expenses incident to the sale, including a reasonable and lawful attorney's fee; second, to all indebtednesses secured by this instrument; and third, the balance, if any, to be paid to Mortgagor or any party or parties entitled thereto.

Mortgagor also covenants and agrees that, in case the Mortgagee herein, its successors or assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, the mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt thereby secured to the extent permitted by law.

Mortgagor further specifically waives all exemptions which mortgagor has, or to which mortgagor may be entitled under the Constitution and laws of the State of Alabama in regard to the collection of the indebtedness hereby secured.

It is hereby agreed by the mortgagor and mortgagee that failure of the mortgagor to insure said property in accord with the agreements secured hereby and pay the premiums on such insurance before the same become delinquent, as well as failure to pay all such taxes and assessments before the same become delinquent, shall constitute default in the terms of this mortgage; and, in such event, the mortgagee may at its option and without notice pay such delinquent insurance premiums, taxes or assessments, add same to the principal of the mortgage indebtedness, declare the mortgage in default, and proceed at its option to foreclose the same just as if default had been made in payment of the indebtedness or indebtednesses hereby secured.

Unless a contrary intention is indicated by the context, words used herein in the masculine gender include the feminine and the neuter, the singular includes the plural and the plural the singular.

THIS MORTGAGE SECURES PRE-EXISTING AND SUBSEQUENT DEBTS.

WITNESS the signature of Mortgagor, this 13 day of October 1983

x Robin Miller L.S.  
Robin Miller L.S.

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify

that Robin Miller, a single woman whose name(s) is (are) signed to the foregoing mortgage, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the within mortgage, he (they) executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13 day of October A.D., 1983

My commission expires March 25, 1986

NOTARY PUBLIC - STATE AT LARGE  
(Official Title)

STATE OF ALABAMA

COUNTY

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within mortgage was filed in this office for record on the day of

A.D., 19, at o'clock M., and duly recorded in Book of Mortgages, page

Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY

A tract of land situated in Sections 33 and 34, Township 18 South, Range 2 East, and Sections 3 and 4, Township 19 South, Range 2 East, Shelby County, Alabama being more particularly described as follows;

Commence at the Southeast corner of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Section 33 a distance of 574.47 feet to the point of beginning; thence turn a deflection of  $151^{\circ}37'25''$  to the right and run in a Northeasterly direction a distance of 800.02 feet to a point on the Southwesterly right-of-way line of the Southern Railroad; thence turn an interior angle of  $107^{\circ}23'10''$  and run to the right in a Southeasterly direction and along the Southwest right-of-way line of said Southern Railroad a distance of 1000.25 feet to a point; thence turn an interior angle of  $78^{\circ}12'35''$  and run to the left in a Southwesterly direction a distance of 577.11 feet to a point; thence turn an interior angle of  $156^{\circ}12'48''$  and run to the right in a Westerly direction a distance of 515.29 feet to a point; thence turn an interior angle of  $211^{\circ}38'30''$  and run to the left in a Southwesterly direction a distance of 151.00 feet to a point thence turn an interior angle of  $171^{\circ}06'05''$  and run to the right in a Southwesterly direction a distance of 555.53 feet to a point; thence turn an interior angle of  $178^{\circ}27'15''$  and run to the right in a Southwesterly direction a distance of 187.91 feet to a point; thence turn an interior angle of  $174^{\circ}33'45''$  and run to the right in a Southwesterly direction a distance of 124.05 feet to a point on the Easterly right-of-way line of Shelby County Highway #467, said point being a point on a curve; thence turn an interior angle of  $50^{\circ}42'10''$  (angle measured to tangent) and run to the right in a Northerly direction and along the Easterly direction of said Shelby County Highway #467 and along the arc of a curve to the left having a central angle of  $20^{\circ}19'45''$  and a radius of 1949.85 feet a distance of 691.83 feet to the P.T. of said curve; thence continue in a Northerly direction along the Easterly right-of-way line of said Shelby County Highway #467 and along the projection of the tangent to the last described curve a distance of 603.36 feet to a point on the North line of Section 4, Township 19 South, Range 2 East, said point being 317.93 feet East of the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 4; thence turn an interior angle of  $83^{\circ}01'20''$  and run to the right in an Easterly direction along the North line of said Section 4 a distance of 451.06 feet to the point of beginning; containing 36.33 Acres, more or less.

Attached to and made a part of Real Estate Mortgage dated October 13, 1983, executed by Robin Miller, a single woman, to secure an indebtedness of \$24,769.00.

SIGNED FOR IDENTIFICATION

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

1984 APR 18 AM 11:44

Thomas C. Thompson, Jr.  
JUDGE OF PROBATE

x Robin Miller  
Robin Miller

Rec. 450  
Ind. 100  
550