

This instrument was prepared by

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

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

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas.

Beall D. Gary, Sr., a married man

(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 -----Eighty-seven Thousand and no/100-----Dollars (\$ 87,000.00), evidenced by his note of even date

BOOK 006 PAGE 668

BOOK 006 PAGE 668

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,

Beall D. Gary, Sr., a married man

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:

(See Exhibit "A" and "B" Attached)

This property constitutes no part of the Homestead of the Mortgagor nor of his spouse.

This is a first mortgage

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

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

Beall D. Gary, Sr., a married man

BOOK 006 PAGE 669

I have hereunto set my signature and seal, this 25th day of October, 19 84

Beall D. Gary (SEAL)
Beall D. Gary, Sr., a married man
..... (SEAL)
..... (SEAL)
..... (SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Beall D. Gary, Sr., a married man

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of October, 19 84
Notary Public.

MY COMMISSION EXPIRES MAY 26, 1988

James Cobb
James Cobb

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

Return to:
Beall D. Gary, Sr., a married man
TO
Shelby State Bank

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

PARCEL A:

539
All of the SE 1/4 of the NW 1/4, Section 21, Township 21 South, Range 1 West lying South of Shelby County Highway #26, more particularly described as follows: Begin at the Southeast corner of the SE 1/4 of the NW 1/4, Section 21, Township 21 South, Range 1 West, thence run South 88 degrees 40 minutes 40 seconds West along the South line of said 1/4-1/4 Section a distance of 1320.43 feet to the Southwest corner of the said SE 1/4 of the NW 1/4 Section 21; thence angle right and run North along the West line of said 1/4-1/4 Section to a point on the South R/W line of Shelby County Highway #26; thence angle right and run Southeast along said right of way line to the East line of the SE 1/4 of the NW 1/4 of Section 21; thence run South along the East line of said 1/4-1/4 Section a distance of 164.10 feet to the Southeast corner of said 1/4-1/4 Section and the point of beginning. Said description describing all the land located in the SE 1/4 of the NW 1/4 Section 21, Township 21 South, Range 1 West lying South of Shelby County Highway #26.

PARCEL B:

540
All of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 and NW 1/4 of the SW 1/4 of Section 21, Township 21 South, Range 1 West and NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 20, Township 21 South, Range 1 West lying South of Shelby County Highway #26 and North of Waxahatchee Creek more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the NW 1/4, Section 21, Township 21 South, Range 1 West which is also the Northeast corner of the NW 1/4 of the SW 1/4 of Section 21; thence run South along the East line of the NW 1/4 of the SW 1/4, Section 21 a distance of 122.00 feet to the center line of Waxahatchee Creek; thence angle right (West) and run along the center line of Waxahatchee Creek the following courses, South 75 degrees 42 minutes 02 seconds West a distance of 286.91 feet; North 14 degrees 40 minutes 08 seconds a distance of 166.18 feet; North 15 degrees 38 minutes 48 seconds West a distance of 250.94 feet; North 88 degrees 08 minutes 10 seconds West a distance of 43.43 feet; North 75 degrees 13 minutes 30 seconds West a distance of 117.38 feet; North 18 degrees 29 minutes 18 seconds West a distance of 31.79 feet; North 48 degrees 03 minutes 18 seconds West a distance of 102.01 feet; North 51 degrees 08 minutes 21 seconds West a distance of 267.73 feet; North 61 degrees 10 minutes 49 seconds West a distance of 126.08 feet; North 25 degrees 03 minutes 51 seconds West 161.61 feet; North 74 degrees 10 minutes West a distance of 134.31 feet; North 45 degrees 56 minutes 53 seconds West a distance of 213.44 feet; North 72 degrees 13 minutes 57 seconds West a distance of 100.45 feet; North 70 degrees 48 minutes 38 seconds West a distance of 200.47 feet; North 69 degrees 23 minutes 00 seconds West a distance of

BOOK 006 PAGE 670

EXHIBIT "B"

200.16 feet; North 58 degrees 51 minutes 23 seconds West a distance of 117.48 feet; South 7 degrees 41 minutes 43 seconds East a distance of 67.06 feet; South 34 degrees 16 minutes 06 seconds East a distance of 198.19 feet; South 18 degrees 22 minutes 08 seconds West a distance of 63.51 feet; South 37 degrees 08 minutes 49 seconds West a distance of 42.73 feet; North 88 degrees 14 minutes 56 seconds West a distance of ~~286.82~~ feet; North 52 degrees 29 minutes 43 seconds West a distance of ~~177.72~~ feet; South 59 degrees 05 minutes 21 seconds West a distance of ~~50.88~~ feet; South 6 degrees 31 minutes 05 seconds West a distance of 65.72 feet; South 11 degrees 16 minutes 35 seconds West a distance of 44.67 feet; South ~~17 degrees 40 minutes 22 seconds~~ West a distance of 53.00 feet; South 59 degrees ~~14 minutes 43 seconds~~ West a distance of 30.10 feet; North 77 degrees 02 minutes 13 seconds a distance of 242.78 feet; South 86 degrees 17 minutes 09 seconds West a distance of 122.15 feet to the West line of the SE 1/4 of NE 1/4 Section 20; North 3 degrees 31 minutes 49 seconds West along the West line of the SE 1/4 of NE 1/4 a distance of 152.49 feet to a point on the South R/W line of Shelby County Highway #26; thence run North 72 degrees 15 minutes 42 seconds East along said Highway R/W a distance of 550.28 feet; thence North 67 degrees 51 minutes 36 seconds East along said R/W a distance of 421.44 feet; thence North 53 degrees 53 minutes East along said Highway R/W a distance of 532.90 feet to the P. C. of a curve and run along the R/W of said curve (whose Delta Angle is 75 degrees 07 minutes 01 seconds to the right, Tangent is 704.99 feet, Radius of 916.83 feet and Arc is 1202.00 feet), to a P. T.; thence continue South East along said Highway R/W to the East line of SW 1/4 of the NW 1/4 of Section 21; thence angle right and run South along the East line of said 1/4-1/4 Section to the Southeast corner of said 1/4-1/4 Section and the point of beginning.

BOOK 006 PAGE 671

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

1984 OCT 29 AM 10:40

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Mortgage Tax	\$ <u>130.50</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>141.50</u>