This instrument was prepared by

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(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,

Etta Boles, a widow

(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--------Thirty-two Thousand Seven Hundred Eight and 60/100------------------------Dollars ($ 32,708.60), evidenced by her 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,

Etta Boles, a widow

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:

PARCEL I:
From the NW corner of the SE 1/4-NE 1/4, Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, run East along a fence marking the South line of the original Alabama Power Company land 718 feet to a fence corner; thence deflect right 89 degrees 52 minutes and run along a fence marking the East line of the present Alabama Power Company land 1140.7 feet to the beginning point of subject lot; from said point, deflect from the last course, an angle left of 65 degrees 51 minutes for 533.6 feet, along a fence dividing subject land and Alabama Power Company; thence deflect right 51 degrees 11 minutes along a fence for 33 feet; thence deflect left 56 degrees 31 minutes for 724 feet, along the North line of the lot presently under lease to St. Regis Paper Company (Woodyard) to the West right of way line of the L & N Railroad; thence deflect left an angle of 106 degrees 00 minutes and run Northerly along said railroad right of way 273.3 feet to the point of curve in said railroad right of way line; continue along said railroad right of way (a curve concave left) 444.3 feet to the South line of the lot previously conveyed containing the clay pit; deflect from the chord. an angle left of 90 degrees 08 minutes and run in a Southwesterly direction (partially along and adjacent to the South line of a man made drainage ditch) 960 feet; thence deflect right an angle of 23 degrees 50 minutes for 103.5 feet to the beginning point. It being the intention of this map to describe that parcel of land lying South of the clay pit lot; East of Alabama Power Company, North of St. Regis Co., and West of the L & N Railroad, being a portion of the Boles land. According to the survey of R. B. Perry, Registered Land Surveyor, No. 296, dated October 25, 1984.

PARCEL II:
A portion of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, lying Westerly of the Louisville & Nashville Railroad and being more particularly described as follows: Commence on the Westerly right-of-way line of the Louisville & Nashville Railroad (100'R/W) at Mile Post 421 for the Point of Beginning; thence Northerly along said right-of-way line for 440 feet; thence Westerly, deflecting at an angle of 74 degrees for 680 feet; thence Southerly, deflecting at an angle of 106 degrees, and parallel said right-of-way line for 590 feet; thence Easterly, deflecting at an angle of 74 degrees for 680 feet to said right-of-way line; thence Northerly along said right-of-way line for 150 feet to the Point of Beginning.

This is a first mortgage

Said proper[redacted]rranted free from all incumbrances an[redacted] any adverse claims, except as stated a[redacted]

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

Etta Boles, a widow

have hereunto set my signature and seal, this 30th day of November, 1984

Etta Boles ....(SEAL)

Etta Boles, a widow

....(SEAL)

....(SEAL)

....(SEAL)

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THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Etta Boles, a widow 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of November 1984

Karen Boggs Notary Public.

MY COMMISSION EXPIRES MAY 26, 1989

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

RECORDING FEES

Mortgage Tax	$ 49.20
Deed Tax	
Mineral Tax	
Recording Fee	5.00
Index Fee	1.00
TOTAL	$ 55.20

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

1984 DEC -4 AM 8:51

JUDGE OF PROBATE

Return to: Etta Boles

TO

Shelby State Bank

MORTGAGE DEED

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