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COUNTY

AMERICAN BANK OF PELHAM

3000 Highway 31 South, P. O. Box 100, Pelham, Alabama

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CONNIE STANDIFER, A WIDOW

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK OF PELHAM

(hereinafter called "Mortgagee", whether one or more), in the sum FIFTY THOUSAND & NO/100 Dollars 50,000.00), evidenced by

Installment note of even date payable in 59 monthly installments of \$838.69 with a final payment of \$35,326.05 at an interest rate of 16.00% APR

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,

CONNIE STANDIFER, A WIDOW

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described SHELBY real estate, situated in County, State of Alabama, to-wit:

The Northwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows Alabama, more p Commencing at the Northwest corner of Section 24, Township 20 South, Range 3 West, thence South 50 degrees 15 minutes East a distance of 1,408.00 feet to the point of beginning; thence Northwesterly along the West Right of Way of U.S. Highway No. 31 a distance of 200.00 feet to a point; thence North 77 degrees 37 minutes East a distance of 197.00 feet to the East point; thence Southeasterly and parallel to said Right of Way line a distance of 200.00 feet to a point; thence North 77 degrees 37 minutes East a distance of 229.00 feet to a point; thence South O degree 15 minutes 10 seconds West a distance of 415.00 feet to a point; thence South O degrees 10 minutes West a distance of 526.00 feet to a point that intersects the North Right of Way of the A B & C Railroad; thence Northwesterly along slad Right of Way line a distance of 394.00 feet to a point that intersects the East Right of Way line of said U. S. Highway No. 31; thence North 9 degrees 30 minutes East along said Right of Way line a distance of 368.00 feet to a point; thence along said Right of Way along a curve to the left, a distance of 205.00 feet to a point, thence westerly and radial to curve, a distance of 35.00 feet to a point; thence continue Northerly along said Right of Way Line a distance of 136.0 feet to the point of Beginning. Situated in Shelby County, Alabama.

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

 $\overline{\infty}$ PASE To Have An and id the above granted property unto the payment of the indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legal.y upon said premises, and should default be made in the payment of same, the said Mortgages 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 weck 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 Mortgamer, agent, or sesions may bid at said sale and purchase said property, if the highest bidder

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