

STATE OF ALABAMA
Shelby COUNTY.

436

THIS INDENTURE, Made and entered into on this, the 1st day of February 1985 by and between
Floyd F. Macon and wife, Betty N. Macon
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg
a banking corporation hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Floyd F. Macon and Betty N. Macon
are

justly indebted to the Mortgagee in the sum of Twenty Three Thousand, Eight Hundred,

Two and 79/100 ---- (23,802.79) Dollars which is evidenced as follows, to-wit:

The sum of \$23,802.79 plus interest, payable in 60 installments of \$562.75 each, beginning March 15, 1985 and continuing on the 15th day of each month until February 15, 1990 when the debt shall be paid in full.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

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P. O. DRAWER K
VINCENT, ALABAMA 35178

First Bank of Childersburg

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

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This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L. S.) *X Floyd F. Mason* (L. S.)
(L. S.) *X Betty S. Mason* (L. S.)

DESCRIPTION OF PROPERTY

Commence at the Northeast corner of the E $\frac{1}{2}$ of Fraction "E", Section 29, Township 19 South, Range 3 East; thence run South along the East line of said Fraction E a distance of 592.20 feet to the Northeast margin of Glaze Ferry Road and the point of beginning; thence turn an angle of 52 degrees 22 minutes 39 seconds to the left and run along said road a distance of 57.62 feet; thence turn an angle of 3 degrees 03 minutes 02 seconds to the left and run a distance of 244.56 feet; thence turn an angle of 86 degrees 11 minutes 24 seconds to the right and run a distance of 98.50 feet; thence turn an angle of 8 degrees 34 minutes 22 seconds to the right and run a distance of 186.46 feet; thence turn an angle of 4 degrees 55 minutes 31 seconds to the right and run a distance of 127.09 feet; thence turn an angle of 14 degrees 44 minutes 13 seconds to the right and run a distance of 194.98 feet; thence turn an angle of 4 degrees 57 minutes 03 seconds to the right and run a distance of 223.95 feet; thence turn an angle of 00 degrees 13 minutes 08 seconds to the right and run a distance of 99.51 feet; thence turn an angle of 85 degrees 31 minutes 59 seconds to the left and run a distance of 175.00 feet; thence turn an angle of 86 degrees 25 minutes 55 seconds to the right and run a distance of 104.34 feet; thence turn an angle of 3 degrees 33 minutes 57 seconds to the right and run a distance of 110.21 feet; thence turn an angle of 7 degrees 53 minutes 11 seconds to the right and run a distance of 236.23 feet; thence turn an angle of 111 degrees 29 minutes 31 seconds to the right and run a distance of 1421.00 feet to the Northeast margin of Glaze Ferry Road; thence turn an angle of 106 degrees 26 minutes 45 seconds to the right and run along said road a distance of 335.38 feet; thence turn an angle of 6 degrees 21 minutes 42 seconds to the right and run a distance of 151.87 feet; thence turn an angle of 6 degrees 48 minutes 19 seconds to the right and run a distance of 249.52 feet to the point of beginning. Situated in Section 29, and Section 28, Township 19 South, Range 3 East, Shelby County, Alabama, being situated in Shelby County, Alabama. LESS AND EXCEPT the parcels sold to Lawrence W. Ward and Laura Frances Ward by deed recorded in Deed Book 334, Page 244; James R. Nelson and Ethel C. Nelson by deed recorded in Deed Book 334, Page 784; and Jean B. Arthur by deed recorded in Deed Book 356, Page 803, all in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA,
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

Floyd E. Macon and wife, Betty N. Macon

whose name.....are signed to the foregoing conveyance, and who.....are.....known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, have.....executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 1st day of February 1985

Gyrene M. Macon
Notary Public

My Commission Expires



STATE OF ALABAMA,
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the.....day of

19....., came before me the within named.....

known to me (or made known to me) to be the wife of the within named, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the.....day of.....19.....

Notary Public

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

1985 FEB 11 AM 8:47

Thomas P. Henderson, Jr.
JUDGE OF PROBATE

nty. tax - 3585
1000
100
4685-

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