

This instrument was prepared by

(Name) Jane M. Martin Asst. V.P. Loan Adm. Shelby State Bank

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

Form 1-1-22 Rev. 1-56 MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Lyle Kirkpatrick, 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 Thirty Thousand and no/100 Dollars
(\$ 30,000.00), evidenced by their note of even date

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,

Lyle Kirkpatrick, 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:

A part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 3 West described as follows: Commence at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, and go North 89 degrees 49 minutes West along the North boundary of Section 4 for 643.00 feet to the Point of Beginning; thence continue North 89 degrees 49 minutes West fir 247.77 feet; thence South 0 degrees 00 minutes 30 seconds West for 167.58 feet, thence 89 degrees 58 minutes 28 seconds West for 70.0 feet; thence South 3 degrees 20 minutes 45 seconds East for 2480.57 feet to the North boundary of Shelby County Highway No. 22; thence South 88 degrees 36 minutes 21 seconds East along said North boundary for 328.60 feet, thence North 3 degrees 21 minutes 23 seconds West for 2655.70 feet to the point of beginning. Situated in Shelby County, Alabama.

NOTE: This property constitutes no part of the homestead of the mortgagor nor of his spouse.

This is a First Mortgage.

✓
Lyle Kirkpatrick
1924

BOOK 020 PAGE 484

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 Mortgagee 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

Lyle Kirkpatrick, a married man

have hereunto set his signature and seal, this 1st day of March, 1985

Lyle Kirkpatrick (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

BOOK 020 PAGE 485

THE STATE of Alabama }
 Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lyle Kirkpatrick, a married man

whose name signed to the foregoing conveyance, and who was known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 1st day of March, 1985 Notary Public.

Darlene M. Doherty
 Notary Public

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

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

1985 MAR 11 AM 11:12

Thomas A. ...
 JUDGE OF PROBATE

MORTGAGE DEED

Return to:
 Lyle Kirkpatrick
 Shelby State Bank
 P. O. Box 216
 Pelham, AL. 35124

RECORDING FEES

Mortgage Tax	\$ 45.00
Deed Tax	_____
Mineral Tax	_____
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 51.00

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS
 Birmingham, Alabama