

3379

STATE OF ALABAMA  
Bibb COUNTY

Know all men by these presents: That whereas, the undersigned,

Julio B. Bonilla and Dora Bonilla, wife (herein called debtor) are

justly indebted to The Peoples Bank of Centreville, Alabama,  
a corporation (herein called mortgagee) in the sum of EIGHTEEN THOUSAND FOUR HUNDRED TEN AND  
00/100-----DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from date  
at 3.5% over prime as per Southtrust Bank of B'ham, Al as scheduled below, said

principal and interest being evidenced by waive promissory note of debtor, due and payable at  
The Peoples Bank of Centreville as follows:

This mortgage is payable in one hundred twenty (120) monthly installments of  
\$280.33 each, first payment is due July 11, 1985, and on the same day of each  
month thereafter. Upon receipt of each payment interest will be deducted  
therefrom and the balance of payment applied to principal. The final payment  
which is due June 11, 1995 may be more or less than amount scheduled depending  
upon my payment record and upon interest rate changes.

Interest will be 3.5% over prime as per Southtrust Bank of Birmingham, Alabama  
and will be adjusted each January 1 and July 1 hereafter.

And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt  
payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid  
to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to se-  
cure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debt-  
or may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful per-

formance of all promises and agreements herein made, Julio B. Bonilla and Dora Bonilla, his  
wife (herein called mortgagor),

do hereby grant, bargain, sell and convey to The Peoples Bank of Centreville, Alabama, a corporation, (herein called  
mortgagee) its successors and assigns, the following described real estate  
in Shelby County, Alabama to-wit:

A parcel of land in the South 1/2 of the Southwest 1/4, Section 18, Township  
20 South, Range 1 East; Shelby County, Alabama, described as follows:

From the SW corner of the SE 1/4-SW 1/4, Section 18, as beginning point, run  
along the South 1/4-1/4 line (an orange painted line) South 88 degrees 03  
minutes 42 seconds East 1317.3 feet; thence run North 00 degrees 02 minutes  
03 seconds West 701.3 feet to a point on the southerly margin of a county  
gravel road; thence run a chord bearing and distance along said road margin  
North 75 degrees 31 minutes 43 seconds West for 48 feet; thence continue  
along said road margin a chord bearing and distance South 47 degrees 11  
minutes 23 seconds West 491.34 feet; thence continue along said road margin  
a chord bearing and distance South 49 degrees 54 minutes 30 seconds West  
293.21 feet; thence continue along said road margin a chord bearing and  
distance South 89 degrees 13 minutes 10 seconds West 249 feet; thence  
continue along said road margin North 41 degrees 13 minutes 13 seconds West  
( a chord bearing and distance) 342.1 feet; thence continue along said road  
margin a chord bearing and distance North 43 degrees 21 minutes 11 seconds  
West 269.31 feet; thence continue along said road margin a chord bearing an  
distance North 82 degrees 12 minutes 31 seconds West 128.27 feet to an iron  
pipe marking the NE corner of Lot 5, Chelsea South Estates Subdivision, as  
per Map Book 8, Page 14, Probate Office, Shelby County, Alabama; run thence  
along the East line of said Lot South 01 degree 04 minutes 40 seconds West  
612.23 feet to an iron rod marking the SE corner of said lot, thence run  
along the south line of the SW 1/4-SW 1/4, South 89 degrees 28 minutes 43  
seconds East 113.0 feet, back to the beginning point.

OUR SECURITY INTEREST INCLUDES ALL MERCHANTABLE TIMBER AND APPURTENANCES  
LOCATED THEREON.

BOOK 030 PAGE 929

MORTGAGORS

all of which property is hereby warranted to belong to \_\_\_\_\_  
in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits there-  
on. To have and to hold, the above granted premises unto mortgagee, \_\_\_\_\_ **its successors**  
and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor <sup>S</sup>  
do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assess-  
ments of any and all kind when imposed legally upon said property, and if debtor <sup>S</sup> fail to pay and discharge, when due,  
all such liens and charges and said taxes and assessments, then mortgagee may at <sup>its</sup> option pay the same, and  
all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or  
enforcing any rights accruing hereunder, shall become a debt of debtor <sup>S</sup> to mortgagee due forthwith, and shall be cover-  
ed and secured by this mortgage and bear interest from date of payment by mortgagee.

BOOK 030 PAGE 930  
Upon condition, however, that if debtor <sup>S</sup> shall faithfully keep and perform each of the promises and agreements here-  
in made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or  
may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but  
should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby  
secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this  
instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any  
default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and  
foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole  
as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of **Shelby**  
County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale,  
together with a description of the property to be sold, by publication once a week for three successive weeks in some news-  
paper published in **Shelby** County, Alabama or by proceedings in court, as mortgagee or assigns  
may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied  
as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's  
fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts  
that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest  
thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest there-  
on; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to \_\_\_\_\_  
**mortgagors** or assigns.

Mortgagee \_\_\_\_\_ **its successors** or assigns, or any of them, may at any sale hereunder or at any  
sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and  
mortgagee \_\_\_\_\_ or assigns or the attorney or auctioneer making the sale or any agent or representative of mortga-  
gee \_\_\_\_\_ or assigns is hereby authorized to execute title to the purchaser. Debtor <sup>S</sup> do further agree to pay such rea-  
sonable attorney's fees as may be incurred by mortgagee, or \_\_\_\_\_ **its successors** assigns, for the  
foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt here-  
by secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee \_\_\_\_\_ on said property as security for any part of the debt here-  
by secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of  
the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given  
by debtor <sup>S</sup>, **their** heirs or assigns and accepted by mortgagee \_\_\_\_\_, or assigns, and whether such renewals be  
secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same  
hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in  
any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is  
further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the  
hands of any attorney for collection, the debtor <sup>S</sup> agree to pay all such reasonable attorney's fees as may be incurred in  
the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt  
hereby secured.

As against debts hereby secured debtor <sup>S</sup> waive all rights of exemption as to personal property under the Consti-  
tution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortga-  
gee \_\_\_\_\_, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or  
not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all  
sums secured by this mortgage.

It is further agreed by the parties hereto that debtor <sup>S</sup> will, during the time this mortgage remains unsatisfied keep  
the buildings on said property insured in some standard insurance company against all damages by fire and extended  
coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than \_\_\_\_\_  
**unpaid balance on note**

\_\_\_\_\_, Dollars, to be shown by a New York Standard Mortgage clause attached to  
said policies, which shall be delivered to mortgagee \_\_\_\_\_, and debtor <sup>S</sup> will promptly pay all premiums becoming  
due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies,  
then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are  
to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, other-  
wise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured here-  
by. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands  
of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to pro-  
tect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all  
such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee \_\_\_\_\_ **its successors** and assigns that  
mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from  
all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this pro-  
perty according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

fend mortgagee, its successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect and defend mortgagee, its successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed its successors and to pay all costs and expenses which may be incurred by mortgagee, and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

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

1985 JUN 17 PM 5:19

*F. Thomas W. Hamilton, Jr.*  
JUDGE OF PROBATE

*Noty. fee - 27.75*  
*Rec. 7.50*  
*Ind. 1.00*  
*36.25*

Witness our hand s and seal s on this the 11th day of June, 1985

Witnesses

*Julio B. Bonilla* (L. S.)  
*Dora Bonilla* (L. S.)  
DORA BONILLA (L. S.)  
(L. S.)

STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, the undersigned authority

a Notary Public in and for said County and State, do hereby certify that Julio B. Bonilla and Dora Bonilla, his wife

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 11th day of June, 1985

*Russell W. S. [Signature]*  
Notary Public in and for State at Large  
County, Alabama

STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ 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. And I do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, came before me the within named \_\_\_\_\_

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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_  
County, Alabama