MORTGAGE FORM

FORM 100-36 Rev. 12/79

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This instrument was prepared by entral State Bank

Jimmy Doss			
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AMERIAS. Jimmy Doss	<u>.</u>		
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This loan is payable in 119 monthly payments of \$386.00 beginning on July 28,

NOW, THEREPORE, in consideration of the precises, and to secure the payment of the debt evidenced by said note and any and all evidences and any renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, __ County, Alahama (said real estate being hereinafter called "Real Estate"): squared in ___Shelby

Commence at the intersection of the centerlines of the L & N Railroad and the Southern Railroad Main Line, in the town of Calera, Alabama; run thence south along the centerline of the L & N Railroad Main Line track a distance of 320.10 feet; thence turn an angle of 90 deg. 38 min. to the right and run west a distance of 198.55 feet to a concrete block wall and the point of beginning; thence turn an angle of 89 deg. 43 min. to the left and run South and in a line with said wall a distance of 150.00 feet; thence turn an angle of 89 deg. 43 min. to the left and run east, along the south line of north half of Block 6 of Dunstan's Map of the Town of Calera, Alabama a distance of 23.20 feet; thence turn an angle of 90 deg. 17 min. to the left and run north in a line with and through the centerline of a concrete block wall a distance of 150.00 feet to the north line of Block 6; thence turn an angle of 90 deg. 17 min. to the left and run West along the north line of Block 6 a distance of 23.20 feet to the point of beginning.

Commence at the intersection of the centerline of the L & N Railroad and the Southern Railroad mail line in the Town of Calera, Alabama; thence run south along the centerline of the L & N Railroad main line track a distance of 320.10 feet; thence turn an angle of 90 deg. 38 min. to the right and run West a distance of 150.85 feet to the Northeast corner of the Grantees lot being the point of beginning of the lot herein conveyed; thence turn an angle of 89 deg. 43 min. to the left and run south a distance of 150 feet to the south line of the north half of Block 6 of Dunstan's Map of the Town of Calera, Alabama; thence turn an angle of 89 deg. 43 min. to the left and run east a distance of 24.5 feet; thence turn an angle of 90 deg. 17 min. to the left and run north 150 feet to the north line of said Block 6; thence turn an angle of 90 deg. 17 min. to the left and run west along the north line of said Block 6 a distance of 24.5 feet to the point of beginning. Also known as a part of lots 466 and 467 according to Dare's Map of Calera, Alabama.

Commence at the intersection of the centerline of the L & N Railroad thence run South along the centerline of the L & N Railroad main track a distance of 320.10 feet; thence turn an angle of 90 deg. 38 min. to the right and run West a distance of 175.35 feet to the centerline of a concrete block wall and the point of beginning; thence turn an angle of 89 deg. 43 min. to the left and run south through and in line with the centerline of said wall a distance of 150 feet to the south line of the north half of Block 6 of Dunstan's Map of the Town of Calera, Alabama; thence turn an angle of 89 deg. 42 min. to the left and run East a distance of 24.50 feet; thence turn an angle of 90 deg. 17 min to the left and run North 150 feet along the end line of the centerline of a concrete wall a distance of 100 feet to the north line of said Block 6; thence turn an angle of 90 deg. .17 min to the left and run West a distance of 24.50 feet to the point of beginning.

All being situated in Shelby County, Alabama.

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Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all Mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all lawfull claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, against loss by fire, vansame; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor must provide that they may be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every policy of hazard insurance, including all such policy, including but not limited to all of the Mortgagor is right, title and interest in and to any premiums paid on such hazard insurance, including all such policy, including but not limited to all of the Mortgagor in and to any premiums paid on such hazard insurance, including all such premiums. If the Mortgagee and without notice to rights to return premiums. If the Mortgagee may be foreclosed as any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Roal Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such gagee may, but shall not be obligated to, insure the Roal Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of risks of loss, for its own ben

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, least profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, least profits, issues, and revenues and revenues; reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such tents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, or to any thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, in rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Mortgager to execute and deliver lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgager to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the paywalld acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the paywalld acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the paywall the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys ment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys ment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys ment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys ment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including the following transaction

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the gage.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its and reimburses the Mortgagee in the mortgage is breached or proves obligations under this mortgage, this conveyance shall be nuil and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made false in any material respect; (2) default is made in the due performance of any covenant or agreement to the Mortgagor of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (3) default is made false in any material at maturity; (5) the interest of the Mortgagor in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumnains unpaid at maturity; (5) the interest of the Mortgagor in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumnains unpaid at maturity; (5) the interest of the Mortgagor in the Real Estate of the statutes of Alabama relating to the lien of any prior lien or encumnains unpaid at maturity; (5) the interest of the Mortgagor in the Real Estate of the such statement of the statement of lien is filed against the Real Estate or of all or a substantial part o

or appearing a receiver, trustee or liquidate of any Mortgager or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgage, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due forms of sale by publication once a week for three contacts weeks in some newspaper published in the country in which the Real Estate in front of the country of sale convexing to the receiver of the Real Estate in form of the country of sale convexing to the Real Estate in form of the country of the receiver of the sale and foreclosure of the country of the receiver of the sale and foreclosure of the sale and foreclosur

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Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more plural or singular words used herein to designed shall be construed to refer to the maker or makers of this mortgage, whether one or more plural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more plural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more plural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein makers of the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more plural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein makers of the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or makers of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to the maker or makers of the undersigned shall be construed to the maker of the undersign

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Day, Don

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