

1725

The State of Alabama }
CLEBURNE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT IN CONSIDERATION, That CURTIS A. FOSHEE AND WIFE, DELORES FOSHEE

party of the first part, of the County of Cleburne and State of Alabama, is justly indebted to

BANK OF HEFLIN, HEFLIN, ALABAMA

party of the second part, of the County of Cleburne and State of Alabama, in the sum of

Two Thousand five hundred and no/100 Dollars,

which is evidenced by Our promissory notes bearing even date with this instrument, and due and payable as follows,

to-wit: ALL DUE AND PAYABLE 3/26/86

And being desirous of securing to the party of the second part the sure and certain payment of said sum of money, and all such other sums as we may owe said party of the second part on account, notes, mortgages, or otherwise, on, before or after the due date of the last note hereinabove described, and whether the said indebtedness was made or accrued prior to or after the date of this mortgage, which said sums are secured hereby the same as if specifically set out and described hereinabove, the said party of the first part and Delores Foshee his wife, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following real estate and personal property, to-wit:

Beginning at the center of Section 20, Township 22 South, Range 2 West and run South 0 deg. 02 min. West 84.00 feet to the point of beginning; thence continuing South 0 deg. 02 min. West 192.21 feet to a point on the North margin of a public road; thence South 77 deg. 52 min. West 151.90 feet along the North margin of said road to a point on the East margin of Spring Creek Road; thence along a chord, having a bearing of North 46 deg. 51 min. West 105.34 feet to a point on the East margin of said road; thence North 56 deg. 0 min. 271.99 feet to the point of true beginning. According to survey of Tommie Logan, Reg. Land Surveyor 6851, dated June 1, 1970.

Subject to easements and rights of way of record, including public road right of way to Shelby County recorded in Deed Book 200 at page 463, and transmission line permit to Alabama Power Company recorded in Deed Book 101 at page 557, Office of Judge of Probate of Shelby County, Alabama.

The above described property constitutes no part of the homestead of grantor or his spouse.

situated in Shelby County, Alabama. TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns forever. And the said party of the first part represents to and covenants with the said party of the second part that we are seized of an indefeasible estate in fee in and to said premises and we have the right to convey the same, and that said premises are free from any and all incumbrances. And the said party of the first part warrants and will forever defend the title to the above bargained premises against the lawful claims of all persons whatsoever.

This conveyance is made upon the following conditions and stipulations: The said party of the first part hereby agrees to keep the dwellings on said property properly insured in a reliable company, with loss, if any, payable to the mortgagee herein, or its assigns as its interest may appear; to pay all taxes assessed on said property within ten days after the same shall become delinquent; and to keep the buildings on same in good repair. If the said party of the first part fail to perform or keep any of the above stipulations, or in case we shall make default in any one of said payments, or in the payment of accrued interest, or in case of misrepresentation in obtaining said loan, or in case of failure of title to said property by the undersigned, or seizure or sale thereof under legal process, or in case the interests of the said party of the second part herein becomes jeopardized in any way, then, in any of said events, at the option of said mortgagee, or assigns, all the notes herein specified shall become due for all purposes, and said mortgagee, or its legal representative, may proceed to force payment as though said notes had actually matured. If the said party of the first part shall fully pay off and discharge said notes or sums of money aforesaid, together with all interest that may accrue thereon, by the time the same fall due,

then this conveyance shall be void and of no effect; but if we fail to pay off and satisfy said notes or sums of money, or the accrued interest thereon, when the same becomes due as aforesaid, then the said party of the second part, agent or attorney, are hereby fully authorized to take possession of any or all of said property, without any process of law, and sell the same at public outcry to the highest bidder for cash, after advertising the same once a week for three successive weeks prior to the date of sale in a newspaper of

said county, or by posting written notice at the Shelby County Courthouse for twenty days, giving the time, place and terms of sale. And from the proceeds of said sale shall pay, first the expenses of advertising, selling and conveying property, and reasonable attorney's fee in case of sale, under the power herein contained, or foreclosure in equity; secondly, to pay off said notes and interest thereon; and lastly, the surplus, if any, shall pay over to the undersigned, party of the first part. And the said party of the second part, agent, heirs, assigns, or legal representative, are fully authorized and empowered to execute titles to the purchaser, or his or her assigns, to such property as may be sold under this mortgage, or to purchase at any sale hereunder.

In testimony whereof, we have hereunto set our hand and seal on the 27th day of Sept. A.D., 1985

Signed, Sealed, and Delivered in the Presence of:

Curtis A. Foshee (L.S.)

Delores Foshee (L.S.)

(L.S.)

(L.S.)

Bank of Heflin

P.O. BOX

HEFLIN, ALABAMA 36264-0008

The State of Alabama
CLEBURNE COUNTY

I, _____ the undersigned _____ a Notary Public
in and for said State and County, hereby certify that Curtis Foshee and wife Deloris Foshee
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.

Given under my hand and seal on the 27th day of September, A.D. 1985

Jay J. Roberts
NOTARY PUBLIC
My Commission Expires February 7, 1988

The State of Alabama
CLEBURNE COUNTY

I, _____ a Notary Public
in and for said State and County, 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 by me examined separate and apart from her husband touching her signature to the foregoing convey-
ance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats
on the part of her husband.

In witness whereof, I have hereunto set my hand this _____ day of _____, 19____

NOTARY PUBLIC

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

1985 OCT -1 PM 5:14

Thomas A. Slaughter, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>3.75</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>9.75</u>

This instrument prepared by:

Bank of Heflin

P.O. Box 8

Heflin, AL 36264

MORTGAGE DEED

THE STATE OF ALABAMA }
CLEBURNE COUNTY }
SHELBY

Curtis Foshee and wife

Deloris Foshee

TO

Bank of Heflin

Judge of the Probate Court of said County, hereby cer-

tify that the within Mortgage was filed in my office for

record on the _____ day of _____, 19____

at _____ o'clock _____ M. and duly recorded on

the _____ day of _____, 19____

in Vol. _____ Record of Mortgages, Page _____

and examined.

The Tax Fee of _____ Cents Has Been Paid.

Judge of Probate

Tax Fee . . \$

Recording Fee \$

Total . . \$

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