

The State of Alabama,

SHELBY

County

This Deed of Mortgage, made and entered into on this, the 10th day of October, 1985
between Claude B. Gable and wife, Marjorie Jane Gable

The party of the first part, and **FIRST BANK OF CHILDERSBURG**, Childersburg, AL, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of

Three Thousand, Five Hundred and no/100-----(\$3,500.00)-----DOLLARS,

Due by One promissory note of this date, October 10, 1986

The amount: \$3,500.00 plus interest.

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, ha_____ granted, bargained, sold, and conveyed and by these presents do_____ grant, bargain, sell and convey to the said party of the second part the_____

property hereinafter described—that is to say, situated in the County of _____

in the State of Alabama, and more particularly known as Lots 7,8,9, and 10, Block 6 according to survey of Legion Heights, being situated in the NW¼ of NW¼ of Section 30,

Township 18, Range 2 East, Sterrett, Shelby County, Alabama, as shown by

Map Book 3, Page 70 of said survey on record in the Probate Office of

Shelby County, Alabama.

This conveyance includes the 1973 Hillcrest Mobile Home which is situated on the above described property.

BOOK 046 PAGE 620

NOTARY PUBLIC
OF CHILDERSBURG
VINCENT, ALA. 35170

To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following condition—that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at _____

_____, Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness _____ hand _____ and seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Charles B. Gable (L. S.)

Margaret Jane Gable (L. S.)

_____, (L. S.)

THE STATE OF ALABAMA,

SHELBY

COUNTY

I, Yvonne M. Clinkscales

, in and for said County

hereby certify that Claude B. Gable and wife, Marjorie Jane Gable

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

Given under my hand, this 10th day of October, 1985

Yvonne M. Clinkscales
My Commission Expires March 15, 1985

THE STATE OF ALABAMA,

COUNTY

I, _____, in and for said 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 examined separate and apart from the husband touching her signature to the within Deed of Mortgage, 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 _____, A. D. 19____.

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

1985 OCT 29 AM 8:34

Thomas P. Lowndes, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>5.25</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.75</u>