

This instrument was prepared by

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

(Address) Shelby State Bank, P. O. Box 633, Helena, Al. 35080

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jeffry E. B. Fulmer and wife, Celeste F. Fulmer

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgages", whether one or more), in the sum

of ~~Forty-three Thousand and no/100~~ Dollars  
(\$ 43,000.00 ), 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, Jeffry E. B. Fulmer and wife, Celeste F. Fulmer

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgages the following described real estate, situated in Shelby County, State of Alabama, to-wit:

That part of the NW 1/4 of the SE 1/4 of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:  
Commence at the Northeast corner of said 1/4-1/4 and run in a Southerly direction and along the East line of said 1/4-1/4 Section a distance of 164.34 feet to a point on the Southeast right of way line of Shelby County Highway 43 and the point of beginning of the parcel hereby conveyed; thence continue in a Southerly direction and along the East line of said 1/4-1/4 Section and run a distance of 543.82 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right and in a Westerly direction a distance of 287.21 feet to a point; thence turn an interior angle of 138 degrees 46 minutes 00 seconds and run to the right and in a Northwesterly direction a distance of 142.44 feet to a point on the Southeast right of way line of said highway; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Northeasterly direction along said right of way a distance of 598.16 feet, more or less, to the point of beginning.  
According to survey dated the 13th day of July, 1982, by A. Frazier Christy, Registered Land Surveyor #10264.  
Situated in Shelby County, Alabama.

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317 100 040 1008

32 100 100

This is a first mortgage

Said property warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And Hold the above granted property unto the Mortgagee, Mortgagee's successors, he assigns forever; and for the purpose of further securing the payment of the 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 Jeffry E. B. Fulmer and wife, Celeste F. Fulmer

have hereunto set OUR signature S and seal, this

24<sup>th</sup> day of October, 19 85  
 X Jeffry E. B. Fulmer (SEAL)  
 X Celeste F. Fulmer (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

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THE STATE of Alabama }  
 Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffry E. B. Fulmer and wife, Celeste F. Fulmer

whose names 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 official seal this 24<sup>th</sup> day of October, 19 85  
Thomas Gene Cobb 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 OCT 29 AM 10:58

Thomas A. Shoultz, Jr.  
 JUDGE OF PROBATE

MORTGAGE DEED

Return to:  
 Jeffry E. B. Fulmer and  
 Celeste F. Fulmer  
 TO  
 Shelby State Bank  
 P. O. Box 633  
 Helena, Ala. 35080

RECORDING FEES	
Mortgage Tax	\$ 64.50
Deed Tax	_____
Mineral Tax	_____
Recording Fee	5.00
Index Fee	1.00
<b>TOTAL</b>	<b>\$ 70.50</b>

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

CTA 100 046 736