

This instrument was prepared by

1638

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

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

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Waymon D. Rasco, Jr., a married man and Jon Patrick Shugrue, a married man

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

of ----- (hereinafter called "Mortgagee", whether one or more), in the sum of ----- Seventy-five Thousand and no/100 ----- Dollars (\$ 75,000.00), 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, Waymon D. Rasco, Jr., a married man and Jon Patrick Shugrue, a married man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit: A part of S 1/2 of SE 1/4 of Section 13, Township 22 South, Range 1 West described as follows: To find the point of beginning, start at the Northwest corner of Block 2 according to Safford's Map of Town of Shelby, thence Northwardly along the extension Northwardly of the West line of said Block 2 a distance of 141.3 feet to a point on the center line of the L & N Railroad; thence Eastwardly along the center line of said Railroad a distance of 305 feet to a point; thence Northwardly at a deflection angle of 90 degrees a distance of 25 feet to a point on the North line of the right-of-way of said railroad which is the point of beginning; thence Eastwardly along the North line of said Railroad right-of-way a distance of 1040 feet to a point; thence Northwardly at a deflection angle of 90 degrees to the left a distance of 325 feet to a point; thence Westward at a deflection angle of 90 degrees 07 minutes to the left a distance of 1058.1 feet to a point; thence Southward with a deflection angle of 97 degrees 13 minutes to the left a distance of 175 feet to a point; thence continue Southwardly with a deflection angle of 9 degrees 13 minutes to the right a distance of 150 feet to point of beginning, LESS AND EXCEPT any of the following located on the above; Begin at the point of beginning of the above described land which point is on the North line of the right-of-way of the L & N Railroad; thence Northwardly at right angle to said right-of-way a distance of 150 feet to a point; thence with a deflection angle of 55 degrees 26 minutes to the right a distance of 286 feet to a point which is the point of beginning; thence Northwardly a distance of 72 feet to a point; thence Eastwardly a distance of 49 feet to a point; thence Southwardly a distance of 99 feet to a point on the North line of a public road; thence Westwardly along said public road a distance of 48.4 feet to a point; thence Northwardly a distance of 31 feet and enclosing the old furnace chimney; also LESS AND EXCEPT any and all existing rights-of-way and easements.

Situated in Shelby County, Alabama.

This is a first mortgage

This property does not constitute any part of homestead for the mortgagors or their spouses.

✓ SHELBY STATE BANK
P. O. Box 216
PELHAM, ALABAMA 35124

Said property is granted free from all incumbrances and any adverse claims, except as stated above

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said 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 Mortgagees 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

Waymon D. Rasco, Jr. a married man, and Jon Patrick Shugrue, a married man

have hereunto set our signatures and seals, this 17th day of January, 1986

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

1986 JAN 22 AM 10:06

Waymon D. Rasco, Jr., a married man (SEAL)
Jon Patrick Shugrue, a married man (SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Waymon D. Rasco, Jr. a married man, and Jon Patrick Shugrue, a married man

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 17th day of January, 1986

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

Return to:

Waymon D. Rasco, Jr.
Jon Patrick Shugrue

TO
Shelby State Bank
P. O. Box 633
Helena, Alabama 35080

MORTGAGE DEED

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

Birmingham, Alabama