

254  
This instrument was prepared by

(Name) Jane M. Martin Asst. V. P. Loan Admn. ✓ Shelby State Bank

(Address) P. O. Box 216 Pelham, Alabama 35124

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,

John H. Cates and Cates Milk Hauling, Inc. D/B/A  
Cates Corner

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

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Twenty Four Thousand and no/100----- Dollars  
(\$ 24,000.00 ), evidenced by It's note of even date

BOOK 063 PAGE 51

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, John H. Cates and Cates Milk Hauling, Inc. D/B/A Cates Corner

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 lot in Town of Columbiana, Alabama in SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 26, Township 21 South, Range 1 West, described as follows: Beginning at SE corner of lot known as Mrs. Zera Walton lot on West side of Main Street and running in a Southerly direction along West side of Main Street a distance of 43 feet more or less to public square; thence run in a Westerly direction along North side of said Public square a distance of 90 feet to lot known as W. F. Davis residence lot; thence Northerly along line of said Davis lot 43 feet more or less to SW corner of Walton lot; thence in an Easterly direction along South line of Walton lot 90 feet to point of beginning.

Also commence at a concrete monument located 12.0 feet South of the SE corner of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 26, Township 21 South, Range 1 West; thence run North 74 degrees 28 minutes 30 seconds West a distance of 83.42 feet to a point; thence run North 1 degree 45 minutes West a distance of 500.00 feet to a point; thence run South 89 degrees 50 minutes 30 seconds West a distance of 146.89 feet to a point; thence run North 67 degrees 17 minutes 30 seconds West a distance of 260.20 feet to a point on the North line of the Old Courthouse Square where the said line intersects the West margin of the sidewalk on the West side of Main Street, which point is the Southeast corner of a building known as the Lightcap Building; thence run in a Westerly direction along the South side of said Lightcap Building a distance of 90 feet to the point of beginning of lot herein described; thence turn an angle of 90 degrees to the right and run in a Northerly direction along the West line of said Lightcap Building and Walton Building a distance of 51.0 feet to a point; thence turn an angle of 90 degrees to the left and run in a Westerly direction a distance of 45.0 feet to a point; thence turn an angle of 90 degrees to the left and run in a Southerly direction a distance of 51.0 feet to a point; thence turn an angle of 90 degrees to the left and run in an Easterly direction a distance of 45.0 feet to the point of beginning. Said lot is lying in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 26, Township 21 South, Range 1 West.

Situated in Shelby County, Alabama.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF JOHN H. CATES, AN UNMARRIED MAN

This is a First Mortgage

✓ *Shelby State Bank*

Said property is warranted free from all incumbrances and against 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 John H. Cates and Cates Milk Hauling, Inc. D/B/A Cates Corner

have hereunto set it's signature and seal, this 28th day of February 1986  
John H. Cates and Cates Milk Hauling, Inc.  
d/b/a Cates Corner (SEAL)  
By: John L. Cates President (SEAL)  
By: Jackie H. Cates Secretary (SEAL)  
By: John H. Cates (SEAL)

THE STATE of Alabama  
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,  
heraby certify that John H. Cates, an unmarried man

whose name 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 the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of February 1986  
Lisa J. Berry, Notary Public

THE STATE of Alabama  
Shelby COUNTY

My Commission Expires September 16, 1987

I, the undersigned, a Notary Public in and for said County, in said State,  
heraby certify that John L. Cates and Jackie H. Cates  
President and Secretary

whose name as Treasurer, Respectfully of Cates Milk Hauling, Inc.  
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 28th day of February 1986  
Lisa J. Berry, Notary Public

My Commission Expires September 16, 1987

Return to:

Shelby State Bank  
P. O. Box 216  
Pelham, Alabama 35124  
TO

MORTGAGE DEED

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

1986 MAR -6 AM 8:26

Thomas A. Richardson, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax 36.00  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 42.00

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

Birmingham, Alabama