

13.50
150.00
163.50STATE OF ALABAMA
Bibb COUNTY

725-

Know all men by these presents: That whereas, the undersigned,

Weaver Agency of Bessemer, Inc., a corporation (herein called debtor) is

justly indebted to The Peoples Bank of Alabama,

a corporation (herein called mortgagee) in the sum of ONE HUNDRED THOUSAND AND NO/100--

DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from date

at 10.0 per cent per annum, interest payable as scheduled below, said

principal and interest being evidenced by waive promissory note of debtor, due and payable at
The Peoples Bank of Alabama as follows:

This mortgage is due and payable on July 22, 1986.

34% value Shelby County
66% value Jefferson County
as per The Peoples Bank of Alabama

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debt- or may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful per-

formance of all promises and agreements herein made, Weaver Agency of Bessemer, Inc., a corporation (herein called mortgagor),

do hereby grant, bargain, sell and convey to The Peoples Bank of Alabama, a corporation, (herein called mortgagee) its successors

and assigns, the following described real estate in

Jefferson (Bess. Div) & Shelby County, Alabama to-wit:

SEE ATTACHED EXHIBIT "A" CONTAINING FOUR (4) PARCELS OF LAND LOCATED IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY AND SECTION 27, TOWNSHIP 20, RANGE 5 WEST, SHELBY COUNTY, AL.

OUR SECURITY INTEREST INCLUDES ALL MERCHANTABLE TIMBER AND APPURTENANCES LOCATED THEREON.

The Peoples Bank of Alabama
North Bibb Branch
P. O. Box 157
Woodstock, Ala. 35188

all of which property is hereby warranted to belong to mortgagors
in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, its successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor fails to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee may at its option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor to mortgagee due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole

as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Jefferson (Bess. Div) County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in Jefferson (Bess. Div) County, Alabama or by proceedings in court, as mortgagee or assigns may elect. and Shelby

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to

mortgagors or assigns.

Mortgagee its successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee or assigns is hereby authorized to execute title to the purchaser. Debtor do further agree to pay such reasonable attorney's fees as may be incurred by mortgagee, or its successors assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor, its heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor agree to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor waive all rights of exemption as to personal property under the Constitution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than

unpaid balance on note

Dollars, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee, and debtor will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands by all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee its successors and assigns that mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

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lend mortgagee, its successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect and defend mortgagee, its successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee, its successors and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

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Witness my hand and seal on this the 23rd day of April, 19 86
Witnesses

WEAVER AGENCY OF BESSEMER, INC.
Nelda Cofer Weaver (L.S.)
BY: NELDA COFER WEAVER, ITS PRESIDENT

(L.S.)

(L.S.)

(L.S.)

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____.

Notary Public in and for _____
County, Alabama

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date. And I 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 conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____.

Notary Public in and for _____
County, Alabama

Mad. Peoples Bank of Ala
End

MORTGAGE

GIVEN BY

TO

REAL 601 PAGE 337

Date

Amount \$

STATE OF ALABAMA

County

I hereby certify that the within instrument was
filed in my office for record on the _____ day
of _____ 19____, at _____ o'clock _____ M.,
and recorded in Mortgage Book _____
page _____, and I do hereby certify that
the privilege tax has been paid on the within
instrument as required by the statutes of Alabama,

Viz: \$

Probate Judge _____ County, Ala.

For Recording - - - - - \$

Mortgage Tax - - - - - \$

- - - - - \$

State of Alabama
County

I, the undersigned authority, a Notary Public in and for said County and
State, do hereby certify that Nelda Cofer Weaver, President of Weaver
Agency of Bessemer, Inc. 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, she as such officer and with
full authority executed the same voluntarily as the act of said corporation
on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the
23rd day of April, 1986.

Rhonda Cook
Notary Public

My Commission Expires March 15, 1988



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EXHIBIT "A" WEAVER AGENCY OF BESSEMER, INC.

PARCEL I: The SE 1/4 of Section 22, Township 20 South, Range 4 West, except the following two herein described parcels of land; COMMENCE at the North west corner of the SE 1/4 of Section 22, Township 20 South, Range 4 West; thence run East 210 feet; thence run South 420 feet; thence run West 210 feet; thence run North 420 feet to the point of beginning.

ALSO LESS AND EXCEPT a parcel of land more particularly described in that certain Warranty Deed from Weaver Agency of Bessemer, Inc., to John E. Glasgow and Rose R. Glasgow, filed for record in Real Volume 549, Page 843, in the Probate of Jefferson County, Alabama, Bessemer Division.

PARCEL II: The West Half of the NE 1/4, Section 27, Township 20, Range 4 West, surface rights only, in Shelby County, Alabama.

PARCEL III: Commence at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 20 South, Range 4 West; thence run East along the North line of said 1/4-1/4 201.02 feet to the point of beginning; thence turn an angle to the right from the last described course of 69 degrees 51 minutes 56 seconds to the tangent of a curve to the right having a central angle of 19 degrees 55 minutes 53 seconds and a radius of 150 feet; thence run along the arc of said curve in a Southeasterly direction 52.18 feet to the end of said curve; thence turn an angle to the left from the tangent, if extended, to the last described curve of 180 degrees and run in a Northerly direction 51.11 feet to its intersection with the North line of said 1/4-1/4; thence turn an angle to the left of 89 degrees 51 minutes 04 seconds and run in a Westerly direction along the North line of said 1/4-1/4 8.98 feet to the point of beginning.

PARCEL IV: Commence at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 20 South Range 4 West; thence run East along the North line of said 1/4-1/4 123.88 feet to a point on the Southeasterly Right of Way Line of South Shades Crest Road; thence turn 41 degrees 29 minutes 03 seconds left and run in a Northeasterly direction along said Right of Way line 39.80 feet to the point of beginning, said point also being the point of beginning of a curve to the right having a central angle of 103 degrees 14 minutes 53 seconds and a radius of 25 feet; thence run along the arc of said curve 45.05 feet to the end of said curve and the point of beginning of a curve to the right having a central angle of 8 degrees 09 minutes 21 seconds and a radius of 150 feet; thence run along the arc of said curve in a Southeasterly direction 21.35 feet to its intersection with the North line of said 1/4-1/4; thence turn 69 degrees 51 minutes 56 seconds left and run East along the North line of said 1/4-1/4 52.37 feet; thence turn an angle to the left of 104 degrees 55 minutes 19 seconds to the tangent of a curve to the left having a central angle of 19 degrees 14 minutes 52 seconds and a radius of 200 feet; thence run along the arc of said curve in a Northwesterly direction 67.19 feet to the end of said curve and the point of beginning of a curve to the right having a central angle of 82 degrees 41 minutes 08 seconds and a radius of 25 feet; thence run along the arc of said curve 36.08 feet to its intersection with the southeasterly Right of Way Line of said road; thence turn an angle to the left from the tangent, if extended, of 180 degrees and run in a Southwesterly direction along said Right of Way Line 101.50 feet to the point of beginning.

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REF ID: A63334

Wm People Bank of A S C 11

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STATE OF ALA. JEFFERSON CO.
BESSEMER DIV. I CERTIFY
THIS INSTRUMENT FILED ON

APR 20 1 18 PM '86

Recorded & \$150.00 Atc tax & \$
 deed tax has been paid on this instrument

O. H. Lawrence
Judge of Probate

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

1986 MAY 12 AM 11:24

TAX Pd in Jeff Co.

JUDGE OF PEACE

RECORDING FEES

Recording Fee \$ 15.00

Index Fee 1.00

TOTAL \$ 16.00