

State of Alabama }

Shelby County.

This instrument was prepared by

Central State Bank
Etta Boles

MORTGAGE

THIS IDENTURE is made and entered into this 21st day of August, 19 86 by and betweenEtta Boles, an unmarried woman

Central State Bank

(hereinafter called "Mortgagor", whether one or more) and _____ (hereinafter called "Mortgagee").

WHEREAS, Etta Boles, an unmarried womanis (are) justly indebted to the Mortgagee in the principal sum of Three Thousand Five Hundred-Fifteen and 70/100----- dollars \$ 3,515.70 as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of January 31, 1987.

This loan is payable in one payment of \$3,715.74 due on January 31, 1987.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

A parcel of land in the West 1/2 of the Southwest 1/4, Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: From the SW corner of Section 33, run East along the Section line 298.6 feet to a fence corner post; thence run Northerly along said fence 820.54 feet to a fence post and the beginning point of subject lot; from said point run Easterly along a fence line 574.1 feet to the West margin of a 50-foot gravel road; thence run Northerly along said road margin 962 feet, more or less to a point on the South line of the St. Regis Paper Co. lot; run thence Westerly along said St. Regis lot line 625 feet, more or less, to a point on the East margin of a field road; thence run Southerly along said field road margin 1230 feet, more or less, to a point where said line is intersected by a fence; thence run Easterly along said fence to the Point of Beginning.

Miss Boag

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Plural or singular words used herein to designate the underinsured shall be construed to refer to the maker of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the underinsured shall bind the heirs, executors, representatives, successors and assigns of the underinsured; and every option, right and privilege herein reserved or secured to the Mortgagor, shall

The Mortgagor agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgagor in collecting or attempting to collect in full or in part the principal or interest of this mortgage against any lien or claim in favor of the Real Estate, or in defending the action of the priority of this mortgage against any lien or claim in favor of the Real Estate, or any part thereof, or in defending the enforcement of this mortgage to secure the Debt, or any part thereof, or in defending the enforcement of this mortgage to secure the Debt, or by virtue of any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, unless this mortgage is held expressly made subject to any such lien or encumbrance; and/or all costs incurred by the Mortgagor in the exercise of the power of sale contained herein, or by virtue of any decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagor shall be secured by the Debtor and shall be secured by this mortgage. The purchaser at any sale under this mortgage shall be entitled to sue in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Estate if the highest bidder therelater. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner.

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, however, the Deed, Mortgagee agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real estate, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of the Real estate who is such owner. The Mortgagee agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real estate, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of the Real estate who is such owner.

SECTION 10. WHEREAS THE SELLER AND PURCHASER HAVE AGREED THAT THE PURCHASE PRICE OF THE PROPERTY IS TO BE PAID IN THE AMOUNT OF \$100,000, THE PURCHASER AGREES TO PAY THE PURCHASE PRICE IN THE FORM OF A CHECK DRAWN ON THE BANK OF AMERICA, N.A., NEW YORK, NEW YORK, IN THE AMOUNT OF \$100,000, WHICH CHECK IS TO BE DATED NOVEMBER EIGHTH, ONE THOUSAND EIGHTY-EIGHT, AND IS TO BE PRESENTED FOR PAYMENT NOVEMBER EIGHTH, ONE THOUSAND EIGHTY-EIGHT, AT THE OFFICES OF THE BANK OF AMERICA, N.A., NEW YORK, NEW YORK.

appellations of each, and as far as possible, shall be subject to forfeiture and may be forfeited as soon as may be provided by law in case of pack-due mortgagage and may be forfeited as soon as may be provided by law in case of pack-due mortgagage; and the lessees shall be liable to pay all the debts and expenses of the lessor, and the lessor may distrain upon the pack-due mortgagage in some manner as he may see fit.

Aggrieved debtors as they come due, (d) make a general assignment of all creditors, (e) file a petition for bankruptcy, reorganization or insolventy proceedings, or (f) file an answer admitting the material allegations of the complaint to, or default in answering, a recent with creditors or taking advantage of any insolvency law, or (g) file an answer admitting the material allegations of the complaint to, or default in answering, a petition filed against him in any bankruptcy, reorganization or insolventy proceeding, or (h) an order for relief or other judgment or decree shall prevent him from making a general assignment of all his property, or any of them if more than one.

allegations contained in this mortgage is declared invalid or incapable of being asserted notwithstanding that such allegations may be contained in any copy of the instrument referred to in paragraph (a) or (b) above.

In the payment to the Mortgagee under the Security of any sum paid by the Mortgagor to the holder of any prior lien or encum-
berance thereon; (5) the interest of the Mortgagor in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encum-
berance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and
maids unpaid at maturity; (7) any party thereto, under the laws of the State, such statement is based; (7) any law is passed imposing or

and remunerates the Mortgagor for any amount due the Mortgagor has paid in payment of debts or moneys due him.

UPON CONDITION, HOWEVER, that if the Mortgagee pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) received to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals),

After default on the part of the Mortgagor, the Mortgagor, upon being called or other proper legal proceeding being commenced for the recovery of the sum due,

The Mortgagee agrees that no delay or failure of either of the Mortgagors to exercise any option to prepay or defer payment of the principal amount of the Mortgage may be construed as to give the Mortgagors any right to exercise such option, either as to any part of present default, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Notwithstanding any other provision of this mortgage or the terms of notes evidencing the Debt, the Debtor shall become immediately due and payable upon the conveyance of the Real Estate, or any part thereof, or any interest therein, upon the Mortgagor, upon the conveyance of the Real Estate, or any part thereof, or any interest therein.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste (hereinafter, and as all such improvements in as good condition as they now are, reasonable wear and tear excepted).

and each subsequent payment, the amount of which may be used to rebuild, repair or restore any or all of the improvements located on the Recal Estate.

rights appurtenant thereto, including any award for changes of grade or increments, and all payments for the services of the members of the force, and any other sums due to them.

describing to the Mortgagor, so long as the Mortgagor is not in default, the amount of all damages and all damages for the voluntary sale of the Real Estate, or any part thereof, in

rents, profits, issues and revenues;

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, the promissory note or notes referred to hereinabove.

such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagor to repair or reconstruct the improvements, shall be secured by the Lien of this mortgage, and shall bear interest from date of payment by the Mortgagor until paid in full, and shall be secured by the Lien of this mortgage, and shall bear interest from date of payment by the Mortgagor until paid in full.

the mortgagee being the entity due and payable under this mortgage, the mortgagor, the person, the creditor and the debtor shall be liable to the trustee to the extent of the amount of the debt due and payable under this mortgage, all amounts due by the mortgagor for taxes or other expenses of the property, all amounts due by the mortgagor for loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or, at the election of the mortgagee may, but shall not be obliged to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such contingencies as are provided; and, regarding debts due and payable under this mortgage, the creditor, the debtor, the mortgagor, the person, the trustee, the beneficiary and the mortgagee shall be liable to the creditor to the extent of the amount of the debt due and payable under this mortgage, all amounts due by the creditor for taxes or other expenses of the property, all amounts due by the creditor for loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or, at the election of the creditor may, but shall not be obliged to, insure the Real Estate for its full insurable value (or for such lesser amount as the creditor may wish) against such contingencies as are provided.

Refrain from entering into any agreement or arrangement with respect to the transfer of any interest in the Mortgagor's title to the property covered by the Mortgage, except as may be otherwise provided in the Mortgage.

be canceled without the insurer giving a reasonable notice of cancellation to the insured.

Motorcycle, as the interest may appear; such insurance to be in an amount to meet costs of removal, replacement, or repair, and to pay all expenses of such cancellation to the Mortgagor.

aggregate (hereinafter referred to as "lignite"), and it debuts in the market in the form of either lignite or coal.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (i) pay all taxes, assessments, and other liens taking priority over this valid claims of all persons.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever; the Mortgagee, its successors and assigns forever, will warrant and forever defend the title to the Real Estate unto the Mortgagee, against all claimants otherwise set forth above, and the Mortgagee will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the Mortgagee is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all

gether with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall conveyed by this mortgage.

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }
Shelby County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____
Etta Boles, an unmarried woman

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day
that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August, 1986.

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

1986 SEP 16 PH 5 12

Judge of Probate
JUDGE OF PROBATE

Hannie Robinson
Notary Public

My commission expires:

My Commission Expires September 16, 1989

NOTARY MUST AFFIX SEAL

1. Deed Tax \$
2. Mtg. Tax 525
3. Recording Fee 750
4. Indexing Fee 100
TOTAL 1375

State of Alabama }
County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____
whose name as _____ of _____
corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

MORTGAGE DEED

CENTRAL STATE BANK
P. O. BOX 180
CALERA, ALABAMA 35040

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was filed
in this office for record on the _____
day of _____, 19 _____.
at _____ o'clock _____ M., and was
duly recorded in Volume _____ of
Mortgages, at page _____, and ex-
amined.

Judge of Probate.