

MORTGAGE DEED

The State of Alabama, Shelby County

This Deed of Mortgage, made and entered into on this, the 8th day of December, 19 86
between Robert Malone and First Bank of Childersburg

The party of the first part, and **FIRST BANK OF CHILDERSBURG**, Childersburg, AL, party of the second part,
WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of
Three Thousand Dollars and no/100-----3000 00 DOLLARS,
Due by One promissory note of this date, December 8, 1987

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other
advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, has granted, bargained, sold, and
conveyed and by these presents does grant, bargain, sell and convey to the said party of the second part the said
property hereinafter described—that is to say, situated in the County of Shelby
in the State of Alabama, and more particularly known as

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NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in
order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the
Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:
One house and lot described as follows:
Starting at corner of the C.H. Florey lot, running North along road 170 feet to
corner of Wilbur Florey lot thence East 273 feet to corner of Wilbur Florey lot;
thence North 40 feet to corner of Wilbur Florey lot; thence East 167 feet along
Henry Florey lot to stake; thence South 210 feet to Northeast corner of C. H.
Florey lot; thence West along C. H. Florey lot 420 feet to point of beginning,
same being the W. J. Florey lot located in the Town of Vincent, Alabama.
Situated in Shelby county, Alabama.

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To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following condition—that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at _____, Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness _____ hand _____ and seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Robert J. Malone _____ (L. S.)

_____ (L. S.)
_____ (L. S.)

THE STATE OF ALABAMA, Shelby COUNTY

I, G Faye McGuire, in and for said County
hereby certify that Robert Malone

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 this conveyance, has executed the same voluntarily on the day the same
bears date.

Given under my hand, this 8th day of December, 19 86.

G. Faye McGuire

My Commission Expires 8/14/90

THE STATE OF ALABAMA, _____ COUNTY

I, _____, in and for said County,
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 Deed of Mortgage, acknowledged
that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this _____ day of _____, A. D. 19____.

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

1987 FEB 25 PM 6:53

Thomas P. Shoultz, Jr.
JUDGE OF PROBATE

1. Dead Tax \$ _____

2. Mtg. Tax 1.50

3. Recording Fee 7.50

4. Indexing Fee 1.00

TOTAL 13.00