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STATE OF ALABAMA

This instrument prepared by:

COUNTY.

THIS INDENTURE, Made and entered into on this, the3.1.	<u>s.t.day ofJ.anuary</u> 19 37 by and between
John Fo Goss and Pamela Goss are hereinafter called Mortgagor (whether singular or plural); and hereinafter called the Mortgages: WITNESSETH: That, WHEREAS, the said	First Bank of Childersburg, a banking corporation
WITNESSETH: That, WHEREAS, the said are	·
justly indebted to the Mortgagee in the sum of £ight	WillCil is original.
One promissory installment note of even date from Mortg including principal and interest and said sum payable as follows: of	agors to Mortgagesequal, consecutive, monthly installments ows:44equal, consecutive, monthly installments ay ofFeb
payment of24884 shall be due and pays	mia.

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:

Commence at a point on the East R.O.W. line of Alabama Highway 25 where the same intersects the South line of the SWk of the NW4 of Bection 11, Township 19 South, Range 2 Bast, and run Northerly along said R.O.W. line for 935 feet to the point of beginning: thence continue Mortherly along said R.O.W. line for 135.00 feet; thence turn a deflection angle to the right of 100 degrees 44 minutes and run along the South line of the Samuel J. Simpson lands for 259.18 feet; thence turn a deflection angle to the right of 80 degrees 17 minutes and run along the West line of the Raymond Quinn lands for 148.82 feet; thence turn a deflection angle to the right of 77 degrees 11 minutes and run along the North line of the Richard T. McGraw lands for 259.53 feet to the point of beginning. The above being in and part of the SWk of the NWW of Section 11, Township 19 South, Range 2 East, located in Shelby County, Alabama.

THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF GRANTOR.

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TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fall to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and fallure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the Interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and tastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby walve all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal , on this, the day and year herein first above written.

John J	. Joss	(L.S.)	 (L.S.
Remila	Jon	(L.S.)	 (L.S.

STATE OF	ALABAMA,	•
	COUNTY	

COUNTY		
t the undersigned author	ity, in and for said County, in said State, hereby	y certify that
	• • • • • • • • • • • • • • • • • • • •	
	The same and a conveyance, and who	addition to the same of the sa
to me) acknowledged before executed the same voluntarily	me on this day that, being informed of the con y on the day the same bears date.	
Given under my hand an	A TO THE MULLIMAN AND THE STREET	Notary Public
· ·	My Commis	elon Expires 8/14/5
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	ority, in and for said County, in said State, do herei	Dy Cortiny in a control
	hotore me ine willing name	-
known to me (or made known to me (or	wn to me) to be the wife of the within hamou, and apart from the husband touching her signature	to the within conveyance, acknowledged into, or threats on the part of the husband.
Given under my hand	and seal this the day of	
! :	p294	Notary Public
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