

1369

This instrument was prepared by:

(Name) Connie Bailey

(Address) Cahaba Bank and Trust

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned DANIEL RODNEY FRIDAY

(hereinafter called "Mortgagors", whether one or more), is (are), contemporaneously with the execution hereof, becoming indebted to Cahaba Bank & Trust, (herinafter referred to as "Bank" or "Mortgagee"), in the principal sum of TWENTY THOUSAND DOLLARS AND NO/100 (\$ 20,000.00), with interest, thereon evidenced by promissory note if even date herewith; and

WHEREAS, said Mortgagors may hereafter become indebted to said Bank, on promissory notes or otherwise; and,

WHEREAS, it is desired by the parties hereto to secure any and all indebtednesses of said Mortgagors to said Bank, whether now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals or extensions thereof, and whether incurred or given as maker endorser, guarantor, or otherwise;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, in consideration of the premises, the said undersigned Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said Mortgagee that certain real property in the County of SHELBY State of Alabama, described as follows, to-wit:

LOT NO. 8, ACCORDING TO WAXA SUBDIVISION, THE SAME BEING A PART OF SECTION 35, TOWNSHIP 24, RANGE 15 EAST, A PLAT OF SAID SUBDIVISION BEING RECORDED IN MAP BOOK 5, PAGE 5, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; LESS AND EXCEPT ALL THAT PART OF THE ABOVE DESCRIBED LOT LYING BELOW THAT CERTAIN DATUM PLANE OF 397 FEET ABOVE MEAN SEA LEVEL AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY AS ADJUSTED IN JANUARY, 1955. MINERAL AND MINING RIGHTS EXCEPTED.

GRANTOR HEREIN AFFIRMS THE ABOVE DESCRIBED PROPERTY NOT HOMESTEAD.

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*Cahaba Bank
& Trust
P.O. Box - 25 -
Tusculum, Ala*

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that this conveyance is upon the express condition that if the said Mortgagors and Debtor shall keep the covenants and agreements herein contained and shall well and truly pay when due the said Mortgagee the indebtedness hereinabove mentioned according to the terms and tenor thereof and shall also well and truly pay, when due, any and all other debts, obligations and liabilities of said Debtor to said Mortgagee whether the same have been heretofore or are hereafter contracted, then these presents shall be void; otherwise they shall remain in full force.

It is expressly understood that this instrument is intended to and does secure, not only the indebtedness herein specifically mentioned; but also any and all other debts, obligations and liabilities, direct and contingent of said Debtor to said Mortgagee, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof at any time before actual cancellation of this instrument on the Probate Records of SHELBY County, Alabama and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

And the Mortgagors hereby vest the Mortgagee with full power and authority, upon the happening of a default in the payment of said note(s) or of any installment thereof, principal or interest when due or upon the happening of a default in the payment of any other debt, obligation or liability hereby secured, or any renewals or extensions thereof, when due, or upon default in the performance of any of the covenants or agreements herein contained, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, to sell said property at public auction at the front door of the Courthouse of said County, in lots of parcels or en masse as Mortgagee's agents, auctioneer or assigns deem test, for cash, to the highest bidder, after first giving twenty-one (21) days notice of the time, place and terms of such sale, together with a description of property to be sold, by publishing the same

once a week for three (3) consecutive weeks in a newspaper published in said County and State, an to make proper conveyance to the purchaser, and the proceeds of said sale to apply, First, to the payment of the expenses of such sale including advertising, selling and conveying and including reasonable attorney's and auctioneer's fees; Second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, Lastly, the surplus, if any, to be paid over to the said Mortgagors. The said Mortgagee may, at any sale made under this mortgage, become the purchaser of said property, or any part thereof or interest therein, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this mortgage shall be evidence of the facts therein recited.

And said Mortgagors, their heirs, executors and administrators, hereby covenant with the said Mortgagee, its successors and assigns, that he (she) (they) is (are) seized of any indefeasible estate in fee simple in and to said property, that said property is free from all liens and encumbrances, and that they will forever WARRANT AND DEFEND the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee and unto the purchaser at said sale, against the lawful claims of all persons whosoever.

And the said Mortgagors further expressly agree and covenant:

1. In the event the aforesaid Debtor shall fail to pay said note(s) and all installments of principal and interest thereon when they respectively fall due, that they shall promptly pay same as provided for in the guaranty agreement heretofore executed;

2. To keep any buildings now, or which may hereafter be erected, on said property, in good repair, and insured against fire and windstorm, war damage and such other risks as Mortgagee may designate, by policies made payable to and deposited with the Mortgagee, and in such amount; not exceeding the indebtedness hereby secured and not exceeding the value of said buildings, as may be required by the Mortgagee; also, to pay such sums of money as may be deemed necessary or as may be required by Mortgagee for proper preservation or protection of the security afforded hereby;

3. To pay promptly all taxes, assessments, liens and other charges which may be, or become, effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

4. That if it shall become necessary to employ an attorney to collect the debt, or any of the debts, hereby secured, or any portion thereof, or to foreclose this mortgage by sale under the power herein contained, or by bill in equity, or by an action at law, then the said Mortgagors shall pay and allow a reasonable attorney's fee, and this mortgage shall stand as security for the payment of the same;

5. The said Mortgagors agree to maintain possession of the property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of, said property, the Mortgagee may prosecute or defend said litigation, and for any amount expended by the Mortgagee in this behalf it shall have an additional lien, secured by this mortgage, upon said property;

6. That if the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf, it shall have an additional lien, secured by this mortgage, upon said property;

7. The mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter against said property, or for any work done upon said property, or materials furnished, and the money so advanced, together with interest thereon, shall be added to the indebtedness secured by this mortgage.

The provisions hereof shall ensure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this the 2ND day of JULY, 19 87

Daniel Rodney Friday (SEAL)
DANIEL RODNEY FRIDAY

____ (SEAL)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, CONNIE J. BAILEY, a Notary Public
in and for said County, in said State, hereby certify that
DANIEL RODNEY FRIDAY

whose name IS signed to the foregoing conveyance, and who IS
known to me acknowledge 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 2ND day of

JULY, 19 87

Connie J. Bailey
NOTARY PUBLIC

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JUL 22 AM 10:14

STATE OF ALA. SHELBY CO.
COUNTY OF

1. Deed Tax \$
2. Mtg. Tax 30.00
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 41.00

MY COMMISSION EXPIRES SEPTEMBER 9, 1990

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

whose name as _____ of _____

_____ a corporation, is signed to the forgoing
conveyance, and who is known to me, acknowledge 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 _____ day of

_____, 19 _____

NOTARY PUBLIC