

Issued by the Ashville Savings P.O. Box 219, Ashville, Al 25052

\$ 12,753.07

987

Ashville

, ALA.

October 9, 1987

Oct. 10, 1988

after date, without grace, We promise to pay

to the order of

ASHVILLE SAVINGS BANK, ASHVILLE, ALA.

Twelve thousand seven hundred fifty-three and 47/100

Dollars, for value received.

with 11.75% interest from Mty until paid.

Payable at Ashville, Alabama @ \$ 162.00 per Month beginning 11/10/87

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt any funds in said Bank belonging to the maker, surety, endorser, guarantor, or any one of them.

(L. S.)

John L. Spalding

(L. S.)

Patricia A. Spalding

(L. S.)

(L. S.)

Attest:

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR.

KNOW ALL MEN BY THESE PRESENTS: This mortgage, executed by John L. Spalding and wife, Patricia A. Spalding party of the first part to ASHVILLE SAVINGS BANK, ASHVILLE, ALA.

party of the second part, witnesseth: That the party of the first part is indebted to the party of the second part in the sum of Twelve thousand seven hundred fifty-three and 47/100 dollars, which is evidenced by promissory note of even date, and being desirous of securing the payment of the same and any other indebtedness, the party of the first part hereby grants, bargains, sells, and conveys to the party of the second part the following described real estate and personal property:

Lot (s) 10, 3rd Sector according to the Survey of Altadena Woods, 3rd Sector, as recorded in Map Book 11, Page 7, in the Probate Office of Shelby County, Alabama.

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BOOK 9

all of said property being situated in the County of Shelby, State of Alabama.

To have and to hold to the party of the second part, its heirs, successors, and assigns, forever. The party of the first part covenants with the party of the second part that said property is free from incumbrance, and that he has a good right to convey the same; that this mortgage shall stand as security for the principal debt as above set out, and for any other debt due or advances received by the party of the first part from the party of the second part. And any payments made by the party of the first part shall be first applied to paying the indebtedness other than described in the note above described.

If default is made in the payment of said note, or in the payment of any other indebtedness owing by the party of the first part to the party of the second part, or if the party of the first part should abandon or sell or dispose of any of said property, or part with the possession of it, or if it becomes necessary to secure the collection of the above or any other debt due the party of the second part, the debt hereby secured shall become due and payable, and the party of the second part, its successors or assigns, by any agent it may select, is hereby authorized, without process of law, to take possession of any or all of said property, and to sell the same or any part thereof for cash at public or

private sale, without delay, or at public outcry for cash to the highest bidder in front of Courthouse at Columbiana, after advertising the same in a county newspaper for three consecutive weeks, and such sale may be made before taking possession of said property. And the party of the first part agrees to pay all the cost of taking possession of said property, of caring for or feeding the same, and the cost of making said sale, including a reasonable attorney's fee. The party of the second part may buy any of said property at such sale, and its agent, attorney, or auctioneer making the same is hereby authorized to make title to the purchaser. The party of the second part is hereby authorized and empowered, in its own name, to sue for and recover any rents, advances, or money due party of the first part by any tenant in said County.

The proceeds of said sale shall be applied, first, to the payment of all expenses of seizing, caring for, and selling said property, including a reasonable attorney's fee; second, to the payment of the debt due the party of the second part, and the balance to be paid to the party of the first part.

Witness the following signatures and seals this 9th day of

October

1987

John L. Spalding

(L. S.)

Patricia A. Spalding

(L. S.)

Attest:

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR.

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR.
the undersigned, a Notary Public _____ in and for said County, in said
I, _____, State, hereby certify that John L. Spalding & wife, Patricia A. Spalding, whose name s are signed to the
foregoing conveyance, and who are known to me acknowledged before me on this day that, being informed of the contents
of the conveyance, to have executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of October

1987
Judy Merkel
Notary Public

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR.

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR, in and for said State and County,
I, _____, 19_____, came before me the within
do hereby certify that on the _____ day of _____, known to me to be the wife of the within named
named _____, who, being by me 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, constraint, or threats on the part of the husband.

In witness whereof I hereunto set my hand this _____ day of _____, 19____

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

1907 OCT 15 AM 9:28

JUDGE OF PROBATE

1. Deed Tax	\$	<u>14.20</u>
2. Mtg. Tax		<u>5.00</u>
3. Recording Fee		<u>1.00</u>
4. Indexing Fee		<u>25.20</u>
TOTAL		

40441 Date 10/10/88

John L. Spalding & wife
Patricia A. Spalding
620 Garden Ridge Circle
Bismarck, ND 58501-3524

ASHVILLE SAVINGS BANK

MORTGAGE

STATE OF ALABAMA, ST. CLAIR COUNTY

I, the Judge of Probate in and for said County and State, hereby certify that the within conveyance was filed for record in this office on the _____ day of _____.

Page _____, of Record of Mortgages,
on the _____ day of _____
and was recorded in Volume _____

Given under my hand at office this _____ day
of _____, 19____

Judge of Probate. _____
Record Fee, \$ _____
State Tax, \$ _____

CREDITS