



STATE OF GEORGIA

County of Terrell

\$11,000.00 Down

THIS INDENTURE made this 22nd day of September in the
year of Our Lord One Thousand Nine Hundred and Eighty-Seven

between Marlin T. Donaldson, Jr. and Lisa T. Donaldson of the
State of Alabama and County of Shelby hereinafter called the "first
party," and Bank of Dawson

of the State of Georgia and County of Terrell, hereinafter called
the "second party,"

WITNESSETH: That the first party, for and in consideration of the sum of (\$10.00)

-----Ten and 00/100----- DOLLARS,

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the second party, and to its endorser, transferors, successors or assigns, all that tract or parcel of land, lying and being in

Shelby County, Alabama.

Lot 12, Block 5, according to the Survey of Bermuda Hills, Second Sector, Second Addition, as recorded in Map Book 9, Page 29 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereunto belonging or in any wise appertaining to every proper use, benefit and behoof of the second party forever in FEE SIMPLE;

And the first party will warrant and forever defend the right and title to the above described property unto the second party against the lawful claims and demands of all persons whomsoever.

THIS INSTRUMENT is intended by the parties hereto and is to be construed as a deed passing title, and is made under the "Title 44-14 of the Code of Georgia of 1982," to secure the payment of a debt, evidenced by certain promissory notes executed this day by the said first party, and payable to the said second party, or order, and being further described as follows:

One certain promissory note in the principal amount of \$42,000.00 dated September 18, 1987 together with any subsequent renewals after the maturity date of February 20, 1988.

BOOK 159 PAGE 681

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

1987 NOV 13 AM 10:04

Thomas A. Shoups, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 11.00
2. Mtg. Tax	—
3. Recording Fee	5.00
4. Indexing Fee	1.00
TOTAL	17.00

This instrument shall also secure the payment of any other indebtedness now or hereafter owing to the said party of the second part by said party of the first part, either as sole debtor, joint promisor, endorser, guarantor or otherwise.

Together with such other notes as may be given in renewal or extension of any or all of the above described notes.

The above notes provide for the payment of all costs of collection, including fifteen per cent. of the principal and interest as attorney's fees.

The first party hereby covenants and agrees with the second party:

To keep the said property insured during the continuance of this loan and to pay the premiums of insurance when due; to pay all taxes on said property when the same fall due and before the levy or advertisement of any tax execution thereon; that if any interest note is not promptly paid when the same becomes due (time being hereby expressly made of the essence) or should the first party fail to pay any insurance premium or the taxes as aforesaid, then the entire principal of said debt shall become due and payable at once if the second party shall so elect; that if the above debt or any part thereof, is not promptly paid at maturity, or if said first party shall fail to pay the insurance premiums and taxes as aforesaid then the said second party, or the second party's legal representative or assignee, immediate or remote, may, and by these presents is authorized to sell at public outcry, before the courthouse door of the county in which said real estate is situated, in whole or in part, to the highest bidder for cash, all of said property to pay said principal with the interest thereon to the date of sale, and expenses of the proceeding, including 15 per cent. attorney's fees, if incurred, on the amount of the principal and interest due, after advertising the time, place and terms of sale in any newspaper published in the county in which the sale of said real estate is to be made as aforesaid, once a week for four weeks prior to said date of sale, and it is hereby stipulated that the foregoing power of sale being coupled with an interest shall be irrevocable by the death of either party thereto; and the second party, representative, or assignee, so desiring, may bid at said sale and may make to the purchaser or purchasers of the said property good and sufficient titles in Fee-Simple thereto, thereby divesting out of the first party all right and equity that the first party may have in and to said property, and vesting the same in the purchaser or purchasers aforesaid. The proceeds of said sale are to be applied first to the payment of said debt and interest, also all taxes and premiums of insurance that may have been paid on said property by the second party, and the expenses of said proceedings, the remainder, if any, to be paid to the first party. The party exercising this power of sale shall be authorized to proceed summarily to put the purchaser or purchasers in possession, the first party covenanting and agreeing to surrender the same without let or hindrance of any kind. The method of sale hereinbefore provided for shall be cumulative of other remedies allowed by law.

All agreements, covenants, duties, rights and powers herein made, imposed, granted or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, The first party has signed, sealed and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Oris Jones
Delra Lacey

Marlin T. Donaldson, Jr. (SEAL)
Lisa T. Donaldson (SEAL)
Lisa T. Donaldson (SEAL)