

STATE OF ALABAMA }  
Shelby COUNTY. }

901  
This instrument prepared by: Ron E. Webster Vice President  
First Bank of Childersburg, AL

THIS INDENTURE, Made and entered into on this, the 10th day of October 19 86 by and between  
James H. Hamilton and wife, Mattie Kidd Hamilton  
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation  
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said James H. Hamilton and wife, Mattie Kidd  
Hamilton are

justly indebted to the Mortgagee in the sum of Nineteen Thousand Four Hundred Thirty-Four  
& 00/100 (19,434.00) Dollars which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 19,434.00,  
including principal and interest and said sum payable as follows: 59 equal, consecutive, monthly installments  
of 323.90 each, commencing on the 5th day of December, 19 86, and continuing on  
the 5th day of each month thereafter until the 5th day of November, 19 91, when the final  
payment of 323.90 shall be due and payable.

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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:

Commence at concrete right-of-way marker on the West line of SACP  
project 4174-A, known now as Shelby County Highway Highway No. 62;  
thence proceed North along the West right-of-way line of said high-  
way for a distance of 67.0 feet to the point of beginning. From this  
beginning point continue North along the West right-of-way line of  
said highway a distance of 500 feet; thence turn an angle of 90° to  
the left and proceed West for a distance of 300 feet or to the West  
boundary of the East half of the East half of the Northeast Quarter  
of the Northwest Quarter of Section 19, Township 19 South, Range 3  
East, Shelby County, Alabama; thence turn an angle of 92° 00' to the  
left and proceed South along the West boundary of said East half of  
the East half for a distance of 509.7 feet or to the South boundary  
of said quarter-quarter section; thence East along the South boundary  
of said quarter-quarter section for a distance of 282.7 feet to the  
point of beginning.

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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 fail 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 failure 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 lastly, 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 waive 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.

(L.S.) James H. Hamilton (L.S.)  
James H. Hamilton  
(L.S.) Mattie K. Hamilton (L.S.)  
Mattie Kidd Hamilton

STATE OF ALABAMA,

Shelby

COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that

James H. Hamilton and wife, Mattie Kidd Hamilton

whose names are signed to the foregoing conveyance, and who are known to me (or made known

to me) acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of October 19 86

Jackie McElberry  
Notary Public

STATE OF ALABAMA

COUNTY

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the day

of , 19 , came before me the within named

known to me (or made 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 conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the day of , 19

Notary Public

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

1987 DEC 11 PM 2:34

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$ 29.25  
2. Mtg. Tax 750  
3. Recording Fee 1.00  
4. Indexing Fee 39.25  
TOTAL