

1689

THIS INSTRUMENT WAS PREPARED BY THE PEOPLES BANK OF ALABAMA, CENTREVILLE, ALABAMA

D. Stitt

STATE OF ALABAMA }
Bibb COUNTY }

Know all men by these presents: That whereas, the undersigned,

Doris Parker, a single person (herein called debtor) is

justly indebted to The Peoples Bank of Alabama,

a corporation (herein called mortgagee) in the sum of

TWENTY THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS AND NP/100-----DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from

at 13.00 per cent per annum, interest payable as scheduled below, said

principal and interest being evidenced by waive promissory note of debtor, due and payable at

The Peoples Bank of Alabama as follows:

This mortgage is payable in Sixty (60) consecutively monthly payments of \$ 346.30 each, first payment is due May 19th, 1988, and on the same day of each month until paid in full.

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debtor may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful performance of all promises and agreements herein made,

Doris Parker, a single person (herein called mortgagor),

do es hereby grant, bargain, sell and convey to The Peoples Bank of Alabama, a corporation, (herein called mortgagee)

its successors and assigns, the following described real estate in

Shelby County, Alabama to-wit:

As shown in Exhibit "A" hereto attached and herewith made a part hereof as fully and completely as if set out in full herein with leave of reference as may be desired.

Together with all merchantable timber and all appurtenances located thereon.

The true consideration of this mortgage is \$15,220.00

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all of which property is hereby warranted to belong to mortgagor
in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits there-
on. To have and to hold, the above granted premises unto mortgagee, its successors
and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor
do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assess-
ments of any and all kind when imposed legally upon said property, and if debtor fail s to pay and discharge, when due,
all such liens and charges and said taxes and assessments, then mortgagee may at its option pay the same, and
all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or
enforcing any rights accruing hereunder, shall become a debt of debtor to mortgagee due forthwith, and shall be cover-
ed and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor shall faithfully keep and perform each of the promises and agreements here-
in made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or
may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but
should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby
secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this
instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any
default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and
foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole
as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Shelby
County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale,
together with a description of the property to be sold, by publication once a week for three successive weeks in some news-
paper published in Shelby County, Alabama or by proceedings in court, as mortgagee or assigns
may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied
as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's
fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts
that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest
thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest there-
on; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to
mortgagor or assigns.

Mortgagee its successors or assigns, or any of them, may at any sale hereunder or at any
sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and
mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortga-
gee or assigns is hereby authorized to execute title to the purchaser. Debtor do es further agree to pay such rea-
sonable attorney's fees as may be incurred by mortgagee, or its successors assigns, for the
foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt here-
by secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt here-
by secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of
the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given
by debtor, her heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be
secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same
hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in
any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is
further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the
hands of any attorney for collection, the debtor agree s to pay all such reasonable attorney's fees as may be incurred in
the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt
hereby secured.

As against debts hereby secured debtor waive all rights of exemption as to personal property under the Consti-
tution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortga-
gee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or
not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all
sums secured by this mortgage.

It is further agreed by the parties hereto that debtor will, during the time this mortgage remains unsatisfied keep
the buildings on said property insured in some standard insurance company against all damages by fire and extended
coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than
N/A

 Dollars, to be shown by a New York Standard Mortgage clause attached to
said policies, which shall be delivered to mortgagee, and debtor will promptly pay all premiums becoming
due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies,
then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are
to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, other-
wise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured here-
by. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands
of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to pro-
tect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all
such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee its successors and assigns that
mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from
all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this pro-
perty according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

lend mortgagee, its successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect and defend mortgagee, its successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee, its successors and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

Witness my hand and seal on this the 19th day of April, 19 88

Witnesses

Doris Parker

(L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF ALABAMA, Bibb COUNTY.

I, the undersigned authority _____, a Notary Public in and for said County and State, do hereby certify that Doris Parker, a single person

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 19th day of April, 19 88

Abbie B. Little

My Commission Expires Aug. 24, 1991

Notary Public in and for State at Large County, Alabama

STATE OF ALABAMA, _____ COUNTY.

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

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date. And I do hereby certify that on the _____ day of _____, 19 _____,

came before me the within named _____

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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19 _____

Notary Public in and for _____ County, Alabama

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EXHIBIT "A"

The West 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 22 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said 1/4 1/4 1/4 Section; thence run West along the North 1/4 1/4 1/4 line 329.10 feet to the point of beginning; thence continue last course a distance of 329.10 feet; thence turn left 89 deg. 02 min. 02 sec. and run South 666.55 feet; thence turn left 91 deg. 10 min. 46 sec. and run East 326.90 feet along the South line of said Section 12; thence turn left 88 deg. 37 min. 45 sec. and run North 665.37 feet to the point of beginning. ALSO, a right of way for ingress, egress and utilities, 12 feet wide, 6 feet on each side of the following described center line: Commence at the Southwest corner of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 22 South, Range 4 West, Shelby County, Alabama; thence run North along the West line of said 1/4 1/4 1/4 Section 6.0 feet to the point of beginning of said center line; thence turn left 91 deg. 10 min. 46 sec. and run West and parallel with the South line of said Section 12, a distance of 603.15 feet to a point on the East right of way of Shelby County Highway No. 10 and the end of said center line.

ALSO, LESS AND EXCEPT: The following described right of way between the ten acre tract and Shelby County Highway No. 10, described as follows: A right of way for ingress, egress and utilities, 12 feet wide, 6 feet on each side of the following described center line: Commence at the Southwest corner of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 22 South, Range 4 West, Shelby County, Alabama; thence run North along the West line of said 1/4 1/4 1/4 Section 6.0 feet to the point of beginning of said center line; thence turn left 91 deg. 10 min. 46 sec. and run West and parallel with the South line of said Section 12, a distance of 603.15 feet to a point on the East right of way of Shelby County Highway No. 10 and the end of said center line.

All being situated in Shelby County, Alabama.

Signed for identification

Doris Parker

April , 1988
Doris Parker

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
88 APR 25 AM 10:06
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Doc. Fee	\$	_____
2. Copy Fee		22.95
3. Recording Fee		10.00
4. Notary Fee		1.00
TOTAL		33.95

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