

CORRECTIVE MORTGAGE

This instrument prepared by:

Vincent Branch
First Bank of Childersburg

13/6

MORTGAGE DEED

The State of Alabama, Shelby County

This Deed of Mortgage, made and entered into on this, the 20th day of October, 1988
between Richard Hoyle (a married Man) and First Bank of Childersburg

The party of the first part, and FIRST BANK OF CHILDERSBURG, Childersburg, AL. party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of
Twenty Thousand Forty One Dollars and 75/100----- DOLLARS,

Due by One promissory note of this date, Oct, 20, 1989

*THIS MORTGAGE IS EXECUTED FOR THE PURPOSE OF CORRECTING
THAT CERTAIN MORTGAGE RECORDED IN REAL BOOK 210, page
652 in the PROBATE OFFICE OF SHELBY COUNTY, ALABAMA,
TO SHOW THE MARITAL STATUS OF THE MORTGAGOR.

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other
advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, has granted, bargained, sold, and
conveyed and by these presents does grant, bargain, sell and convey to the said party of the second part the the
property hereinafter described—that is to say, situated in the County of Shelby
in the State of Alabama, and more particularly known as

A parcel of land situated in the NE 1/4

of the SE 1/4 and the SE 1/4 of the NE 1/4, Section 10, Township 19 South, Range
2 East, Shelby County, Alabama more particularly described as follows:
Commence at the intersection of the East line of Section 10, and the
North bank of Spring Creek and run West-Southwesterly along the North
bank of Spring Creek 160.0 Feet; thence continue to run West and Southwesterly
along the North bank of Spring Creek 377.0 feet to a point on property
line; thence continue along the North bank of same Creek in a West-
South-westerly direction a distance of 233.0 feet at the point of beginning
of the lot herein conveyed; thence Northward and parallel to the East line
of Section 10 for a distance of 634.0 feet; thence turn an angle of 90
deg. to the left and run Westerly 195.0 feet; thence turn an angle of
90 deg to the right and run Southwardly a distance of 732.0 feet to the
North bank of Spring Creek; thence run East-Northeasterly along the North
bank of Spring Creek 218.0 feet to the point of beginning; being situated
in Shelby County, Alabama.

Together with the easement and right of way for ingress and egress to
and from said property by way of the road which is now in place upon said
property, and also a 15 foot easement for road right of way along the
North property line of the above described property and along the North
property line of the Hoyle lot, as shown by instrument recorded in Deed
Book 276 page 566 in Probate Office.

All being situated in Shelby County, Alabama.

(The Above described property is not the homestead of the mortgagor herein

To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following condition—that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at _____

_____, Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness _____ hand _____ and seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Richard H. Hays

(L. S.)

(L. S.)

(L. S.)

THE STATE OF ALABAMA, Shelby COUNTY

I, G. Faye McGuire, a Notary Public, in and for said County
hereby certify that Richard Hoyle (a married Man)

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 this conveyance, has executed the same voluntarily on the day the same
bears date.

Given under my hand, this 6th day of March, 19 89

G. Faye McGuire
Commission Expires 07/24/90

THE STATE OF ALABAMA, _____ COUNTY

I, _____, in and for said County,
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 Deed of Mortgage, acknowledged
that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this _____ day of _____, A. D. 19____.

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

89 APR 25 AM 11:11

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax \$
2. Mtg. Tax Corrected
3. Recording Fee 7.50
4. Indexing Fee 3.00
TOTAL 10.50