

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-46

MORTGAGE— 832

STATE OF ALABAMA }
COUNTY SHELBY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

EUGENE CHISM AND ROSIE MAE CHISM

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK OF PELHAM

of TWENTY-FIVE THOUSAND & NO/100 ----- Dollars
(\$ 25,000.00), evidenced by (hereinafter called "Mortgagee", whether one or more), in the sum

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L&D note of even date payable in 365 days, with accrued interest paid monthly, at an interest rate of 12.50%

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

EUGENE CHISM AND ROSIE MAE CHISM

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 20, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 Section a distance of 352.43 feet to a point on the East margin of Oak Street; thence turn 90 deg. 00 min. right and run Northerly a distance of 23.42 feet to the point of beginning of the property being described; thence continue along last described course a distance of 425.00 feet to a point; thence turn 90 deg. 00 min. right and run Easterly 170.00 feet to a point; thence turn 90 deg. 00 min. left and run Northerly 145.00 feet to a point; thence turn 120 deg. 30 min. right and run Southeasterly a distance of 310.00 feet to a point; thence turn 96 deg. 45 min. right and run Southwesterly a distance of 264.00 feet to a point; thence turn 91 deg. 16 min. left and run Southeasterly a distance of 118.50 feet to a point on the East bank of Kings Creek; thence turn 67 deg. 30 min. right and run along East bank of Creek 49.30 feet to a point; thence turn 53 deg. 04 min. left and run along said bank of said Creek 73.01 feet to a point; thence turn 0 deg. 10 min. left and run along said bank of said creek 66.62 feet to a point; thence turn 5 deg. 38 min. left and run along said bank of said Creek 118.16 feet to a point; thence turn right and run Southwesterly a distance of 489.33 feet to a point on the Northerly right of way line of Middle Street or Highway No. 10; thence turn 92 deg. 30 min. right and run along said right of way line a distance of 186.00 feet to the intersection of North line of said Middle Street and the East line of Oak Street; thence turn 42 deg. 30 min. right and run Northerly along the said East line of said Oak Street a distance of 208.00 feet to a point; thence turn 90 deg. 00 min. right and run easterly 200.00 feet to a point; thence turn 90 deg. 00 min. left and run Northerly 200.00 feet to a point; thence turn 90 deg. 00 min. left and run 200.00 feet to the point of beginning; being situated in the NW 1/4 of NE 1/4 and the SW 1/4 of NE 1/4 of Section 20, Township 22 South, Range 3 West, Shelby County, Alabama.

John E. Madaris

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby, specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

EUGENE CHISM AND ROSIE MAE CHISM

57 have hereunto set their signature S and seal, this 3rd day of May, 1989
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 X Eugene Chism (SEAL)
 Eugene Chism (SEAL)
 X Rosie Mae Chism (SEAL)
 Rosie Mae Chism (SEAL)

BOOK THE STATE OF ALABAMA }
 SHELBY COUNTY }
 I, Cynthia B. Kemp, a Notary Public in and for said County, in said State,
 hereby certify that Eugene Chism and Rosie Mae Chism
 whose names 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 they executed the same voluntarily on the day the same bears date.
 Given under my hand and official seal this 3rd day of May, 19 89
 Cynthia B. Kemp Notary Public.

THE STATE of _____ }
 COUNTY }
 I, _____, a Notary Public in and for said County, in said State,
 hereby certify that _____
 whose name as _____ of
 a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said
 corporation.
 Given under my hand and official seal, this the _____ day of _____, 19 _____,
 _____, Notary Public

Return to:

TO

MORTGAGE DEED

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

89 MAY 11 AM 9:54

Thomas A. Snowden, Jr.
 JUDGE OF PROBATE

1. Bond Tax \$ _____
 2. Reg. Tax 37.50
 3. Counting Fee 5.00
 4. Indexing Fee 2.00
 TOTAL 44.50