

059

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

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

Form 1-1-22 Rev. 1-66

**MORTGAGE—**

STATE OF ALABAMA  
COUNTY SHELBY

} **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**JOYCE M. SHIRLEY**

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
**FIRST AMERICAN BANK OF PELHAM**

(hereinafter called "Mortgagee", whether one or more), in the sum  
of **SIXTEEN THOUSAND AND NO/100** ----- Dollars  
(\$ **16,000.00** ), evidenced by

Installment note of even date payable in 84 monthly installments of \$ 365.90,  
principal and interest at an interest rate of 16.00%, and any and all extensions  
and renewals thereafter.

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,  
**JOYCE M. SHIRLEY**

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:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 5, Township 20 South, Range 1 West, and in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said Section 5; thence run West along the South Section line 444.28 feet; thence turn right 92 degrees 43 minutes 55 seconds and run North 355.31 feet to the point of beginning; thence continue last course 198.25 feet; thence turn right 62 degrees 36 minutes 03 seconds and run Northeast 397.11 feet to the Southwest right of way of Shelby County Highway #36; thence turn right 82 degrees 36 minutes 53 seconds and run Southeast along said right of way 262.72 feet to a point on a counter-clockwise curve on the Northwest right of way of Shelby County Highway #39, having a delta angle of 09 degrees 10 minutes 29 seconds and a radius of 995.00 feet; thence turn right 76 degrees 23 minutes 38 seconds to tangent and run along the arc of said curve 159.33 feet to the point of tangent; thence run tangent to said curve along the right of way of Highway #39 a distance of 22.90 feet; thence turn right 54 degrees 50 minutes 00 seconds and run West 394.78 feet to the point of beginning.  
According to survey of Amos Cory, RLS #10550, dated September 12, 1988.

Joyce Shirley is the surviving grantee in that certain deed recorded in Deed Book 221, Page 895, in the Probate Office of Shelby County, Alabama, the other grantee, C.A. Shirley, having died on or about the 18th day of September, 1978.

BOOK 247 PAGE 93

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

JOYCE M. SHIRLEY

have hereunto set her signature and seal, this 10th day of July, 19 89

X Joyce M. Shirley (SEAL)  
JOYCE M. SHIRLEY (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

THE STATE OF ALABAMA }  
 SHELBY COUNTY }

I, ROBIN A. CARTER, a Notary Public in and for said County, in said State, hereby certify that JOYCE M. SHIRLEY

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 SHE executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 10th day of JULY, 19 89

MY COMMISSION EXPIRES MARCH 7, 1992

Robin A. Carter 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

I CERTIFY THAT THIS INSTRUMENT WAS FILED

89 JUL 21 AM 10:37

JUDGE OF PROBATE

TO

MORTGAGE DEED

1. Deed Tax \$  
 2. Mtg. Tax 24.00  
 3. Recording Fee 5.00  
 4. Indexing Fee 3.00  
 TOTAL 32.00

Return to: