

MORTGAGE FORM

FORM 100-86 Rev. 12/79

State of Alabama
SHELBY County.

1572
59.80
This instrument prepared by
CENTRAL STATE BANK
Post Office Box 180
Calera, Alabama 35040

MORTGAGE

THIS INDENTURE is made and entered into this 14th day of September, 19 89 by and between
Edward C. Gottier and wife, Jackie R. Gottier
James W. Jeffcoat and wife, Lisa G. Jeffcoat

(hereinafter called "Mortgagor," whether one or more) and CENTRAL STATE BANK, Calera, Alabama, an Alabama banking corporation (hereinafter called "Mortgagee").

WHEREAS, said Mortgagor is (are) justly indebted to the Mortgagee in the principal sum of thirty two thousand two hundred dollars (\$ 32,200.95) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of September 14, 1994

WHEREAS, Mortgagor agreed in incurring said indebtedness that this mortgage should be given to secure the prompt payment of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any extension or renewal or refinancing thereof or any part or portion thereof, and also to secure any other indebtedness or indebtednesses owed now or in the future by Mortgagor to Mortgagee, as more fully described in the next paragraph hereof (both of which different type debts are hereinafter collectively called "the Debt"); and,

WHEREAS, Mortgagor may be or hereafter become further indebted to Mortgagee, as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and, therefore, the parties intend this mortgage to secure not only the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, but also to secure any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to (such as, any future loan or any future advance), together with any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, Mortgagor, and all others executing this mortgage, does (do) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in

SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"): SURFACE RIGHTS ONLY TO:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 16, Township 22 South, Range 2 West, Shelby County, Alabama

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Central State Bank
P. O. Box 180
Calera, AL 35040

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

State of Alabama

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

SHELBY County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Edward C. Gottier and wife, Jackie R. Gottier and James W. Jeffcoat and wife, Lisa G. Jeffcoat whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of September, 19 89.

Paula D. Seale
Notary Public

My commission expires:

August, 1993

NOTARY MUST AFFIX SEAL

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State of Alabama

ACKNOWLEDGEMENT FOR CORPORATION

County

I, the undersigned authority, 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 instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____.

Notary Public

My commission expires:

1. Deed Tax ----- \$ 48.45
2. Mtg. Tax ----- \$ 7.50
3. Recording Fee ----- \$ 3.00
4. Indexing Fee ----- \$ 1.00
5. No Tax Fee ----- \$ 1.00
6. Certified Stamp Fee -- \$ 1.00
Total ----- \$ 59.95

NOTARY MUST AFFIX SEAL

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

89 SEP 20 AM 9:20

State of Alabama

ACKNOWLEDGEMENT FOR PARTNERSHIP

County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

whose name(s) as (general) (limited) _____ partner(s) of _____ (general) (limited) _____ a(n) _____

partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such _____ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this _____ day of _____, 19 _____.

Paula D. Seale
Notary Public

My commission expires:

August, 1993

NOTARY MUST AFFIX SEAL

Thomas A. Snowden, Jr.
JUDGE OF PROBATE