

STATE OF ALABAMA
Shelby COUNTY.

3413

This Instrument Prepared By Andy Shoemaker
First Bank of Childersburg Chelsea Branch
Chelsea, AL

THIS INDENTURE, Made and entered into on this, the 18th day of Sept. 19.89 by and between

Anthony Joseph a married man
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg a banking
corporation hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Anthony Joseph a married man
is

justly indebted to the Mortgagee in the sum of Thirty-seven thousand seven hundred seventy-
seven & 74/100 (37,777.74) Dollars which is evidenced as follows, to-wit:

One single pay note in the amount of \$37,777.74 plus interest
form DATE at the rate of 10.50% per year until PAYMENT IN FULL
due Sept. 18, 1990.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in
order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the
Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

E 1/2 of E 1/2 of NW 1/4 of NE 1/4, Section 23, Township 20 South,
Range 1 West, Shelby County, Alabama.
Also A 60 ft. ingress and egress and all Public Utilities easement being 30
feet either side of a centerline over and across a part of the N 1/2 of
NE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County,
Alabama, said centerline being more particularly described as follows:
to find the point of beginning start at the NE corner of the NW 1/4 of
the NE 1/4 and run South 89 deg. 14 min. and 19 West and along the
North Boundary of said forty for a distance of 8.74 feet to the point
of beginning of the centerline described herein; thence run South 12
deg. 2 min. 9 sec. East and along said centerline for a distance of
21.87 feet to the P.C. of a curve having a delta angle of 12 deg. 57
min. and 39 sec. right and a radius of 440.18 feet; thence run South 5
deg. 33 min. 19 sec. East and along said curve for an arc distance of
99.57 feet (99.36 feet chord) to the P.T. of said curve; thence run
South 00 deg. 55 min. 31 sec. West and along said centerline for a
distance of 159.63 feet to the P.C. of a curve having a delta angle of
15 deg. 41 min. 47 sec. right, and a radius of 362.74 feet; thence run
South 8 deg. 46 min. and 24 sec. West and along said curve for an arc
distance of 99.37 feet (99.06 feet chord) to the P.T. of said curve;
thence run South 16 deg. 37 min. 18 sec. West and along said curve for
a distance of 41.56 feet to the P.C. of a curve having a delta angle
of 14 deg. 52 min. and 14 sec. left, and a radius of 383.13 feet;
thence run South 9 deg. 11 min. 11 sec. West and along said curve for
an arc distance of 99.44 feet (99.16 feet chord) to the P.T. of said
curve; thence run South 1 deg. 45 min. 4 sec. West and along said
centerline for a distance of 204.01 feet to the P.C. of a curve having
a delta angle of 29 deg. 11 min. 2 sec. right, and a radius of 192.06
feet; thence run South 16 deg. 20 min and 35 sec. West and along said
curve for an arc distance of 97.83 feet (96.77 feet chord) to the P.T.
of said curve; thence run South 30 deg. 56 min. 6 sec. West and along
said centerline for a distance of 42.79 feet to the point of ending of
the centerline described herein, said point lying on the centerline of
a gravel county road.

BOOK 261 PAGE 222

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

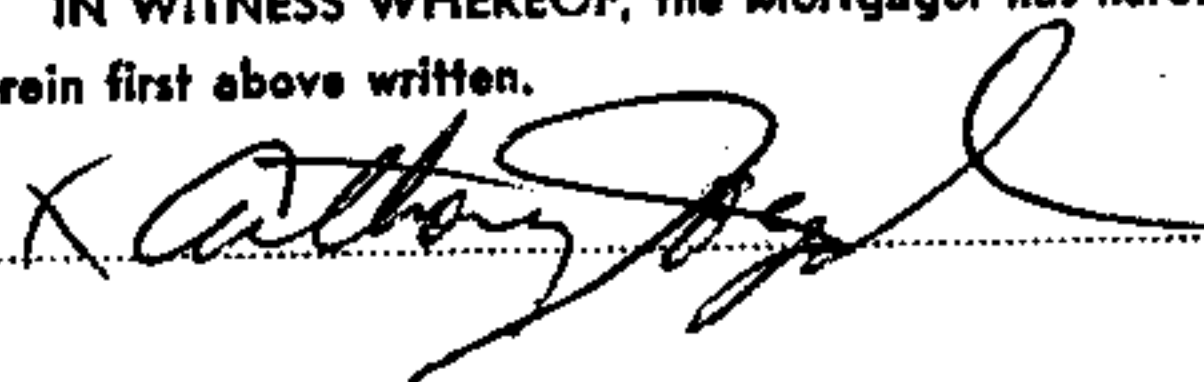
In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

 (L. S.) (L. S.)
..... (L. S.) (L. S.)

BOOK 261 PAGE 223

STATE OF ALABAMA,
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

Anthony Joseph a married man.....

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

Given under my hand and seal this the 18th day of Sept. 1989.

Jackie M. Hilberry
Notary Public

STATE OF ALABAMA,
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the..... day of.....

19....., came before me the within named.....

known to me (or made 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.

Given under my hand and seal this the..... day of..... 19.....

Notary Public

BOOK 261 PAGE 224

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

89 OCT 12 PM 3:10

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	-----	\$	
2. Mtg. Tax	-----	\$	56.70
3. Recording Fee	-----	\$	7.50
4. Indexing Fee	-----	\$	3.00
5. No Tax Fee	-----	\$	
6. Certified Stamp Fee	---	\$	1.00
Total	-----	\$	68.20