

MORTGAGE DEED

State of Alabama }  
Talladega County

487

THIS MORTGAGE, made and entered into on this the 22 day of November, 19 89, by and between

ELLIE A. NEWMAN AND WIFE, EILEEN BOE NEWMAN  
Rt 1 Box 320, Harpersville, AL 35078

hereinafter called mortgagors, whether one or more, and The First National Bank in Sylacauga, Sylacauga, Alabama, a body corporate, hereinafter called mortgagee.

WITNESSETH: That the said mortgagors are/is justly indebted to said mortgagee in the sum of Twenty Six

Thousand Seven Hundred Seventy Five & 62/100 Dollars, which is evidenced as follows, to-wit:

Promissory note of even date herewith payable as provided by the terms of said note.

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any further advances which may be made before the full payment of this debt, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell, and convey unto said mortgagee the following described property situated in

SHELBY County, Alabama, to-wit:

E $\frac{1}{2}$  of SW $\frac{1}{4}$  and the W $\frac{1}{2}$  of SE $\frac{1}{4}$ , Section 35, Township 19, Range 2 East, containing 160 acres, more or less.

The SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 35, Township 19, Range 2 East, containing 40 acres, more or less.

That part of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 35, Township 19, Range 2 East in Shelby County, Alabama, described as follows: Beginning at the SE corner of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 35, and run thence North 3 deg. West a distance of 676 feet; run thence West 48 deg. 30 min. South a distance of 1030 feet to the NE right of way line of U.S. Highway No. 280; run thence South 55 deg. 30 min. East along said right of way line of said highway a distance of 210 feet, more or less, to the point of intersection with the South line of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 35; run thence North 87 deg. 00 min. East along the South line of said 40 acres 643.9 feet to point of beginning, and containing 8.25 acres, more or less. Situated in Shelby County, Alabama.

Subject to Right of Way to State of Alabama for U.S. Highway 280 4-lane as shown by records in Probate Office of Shelby County, Alabama in Lis Pendens Book 6, page 397.

Subject to transmission line permits and public road rights of way of record.

This instrument was prepared by:

Clayton L. Williams

Executive Vice President

The First National Bank in Sylacauga

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Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof of any interest therein.

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said mortgagee, its successors and assigns, in fee simple. And said mortgagors for themselves, their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens and encumbrances and they do hereby warrant and will forever defend the title of said property unto said mortgagee, its successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said mortgagors agree to insure the buildings on said premises, and all other of said mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorm, for a sum equal to the indebtedness hereby secured, with loss payable to said mortgagee as its interest may appear. Said mortgagors agree to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on said mortgaged property during the pendency of this mortgage. If said mortgagors fail to pay said taxes and assessments, or to insure said property as aforesaid, then said mortgagee may take out such insurance and pay for same, and pay such taxes and assessments, and this conveyance shall stand as security for such payments, with 8% interest thereon from the date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable attorney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers herein contained or in a court of competent jurisdiction.

THE FIRST NATIONAL BANK IN SYLACAUGA  
Sylacauga, Alabama

TO

# Mortgage Deed

The State of Alabama  
Talladega County

Judge of the Probate Court of said County hereby  
certify that the foregoing mortgage was filed for  
registration in this office at \_\_\_\_\_  
o'clock \_\_\_\_\_ M., on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_  
and was recorded in Vol. \_\_\_\_\_ Record of Mort-  
gages, pages \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_  
Judge of Probate.  
Record Fee, \$ \_\_\_\_\_

Now if said mortgagors shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said mortgagors to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said mortgagee may enter upon and take possession of said mortgaged property and after giving at least 21 days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three successive weeks in some newspaper published in the county where said property or a material part thereof is located, or by posting written notices at three public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry to the highest bidder for cash, the proceeds of said sale to be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on said indebtedness with interest, (4) the balance, if any, to be paid to said mortgagors.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for mortgagors, to execute a deed to the purchaser at said sale. Said mortgagee may purchase at such sale as if a stranger to this mortgage.

Should any of said mortgagors become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and affixed their seals, on this the day and year first hereinabove written.

Attest:

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

89 DEC -8 AM 8:52

*Ellie A. Newman* (L.S.)

ELLIE A. NEWMAN

*Eileen Boe Newman* (L.S.)

EILEEN BOE NEWMAN

State of Alabama  
Talladega County

1. Deed Tax	\$40.20	(L.S.)
2. Notary Tax	\$5.00	
3. Recording Fee	\$3.00	(L.S.)
4. _____	_____	
5. _____	_____	
6. _____	\$1.00	
7. _____	\$49.20	

I, Sheila E. Nicholson, a notary public in and for said county, hereby certify that

Ellie A. Newman and wife, Eileen Boe Newman

whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22 day of November, 1989

*Sheila E. Nicholson*  
A Notary Public