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REAL ESTATE MORTGAGE

THE STATE OF ALABAMA

This instrument was prepared by:

Richard Moore, Attorney

616 2nd Avenue North

Clanton, AL 35045

Chilton and Shelby County

KNOW ALL MEN BY THESE PRESENTS That whereas Floyd Malcolm Miles and wife, Betty D. Miles

has ve become justly indebted to The Peoples Savings Bank, with offices in Clanton, Alabama, (together with its successors and assigns, hereinafter called "Mortgagee"), in the principal sum of One Hundred Forty One Thousand One Hundred Forty and 90/100 Dollars (\$ 141,140.90) together with interest thereon, as evidenced by a promissory note or notes, dated 3/1/90, and due and payable as follows:

As specified in said note or any extension or renewal thereof.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) this day cash in hand paid by Mortgagee to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including Future Advances) now or hereafter owed by any of the undersigned to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Floyd Malcolm Miles and Betty D. Miles

(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Chilton & Shelby County, State of Alabama, viz:

FOR PROPERTY DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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The Peoples Savings Bank

P.O. BOX 288 • CLANTON, ALABAMA 34045

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements.

To HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same (but Mortgagee is not obligated to do so).
3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collection same, or to be used in repairing or reconstructing the premises, as Mortgagee may elect.
4. That all amounts so expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.
5. To take good care of the mortgaged property described above and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear along excepted.
6. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagors and by Mortgagee.
7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now owing or hereafter incurred.
8. That after any default on the part of Mortgagors, Mortgagee shall be entitled as a matter of right to the appointment without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
9. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
10. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.
11. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if Mortgagors should sell or transfer the mortgaged property, or any part thereof during the lifetime of this mortgage, without first having obtained the written consent of Mortgagee.
12. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreement by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part or installment thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgages in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should Mortgagors sell or transfer the mortgaged property, or any part thereof without first having obtained the written consent of Mortgagee, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived; and Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money Mortgagee or auctioneer is authorized to execute to the purchaser a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default if the original amount financed exceeded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon; whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

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IN WITNESS WHEREOF the undersigned have hereunto set their hand(s) and seal(s) or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 1st day of March, 1990

Floyd Malcolm Miles (SEAL)
Floyd Malcolm Miles

Betty D. Miles (SEAL)
Betty D. Miles

(SEAL)

ATTEST:

By _____
Its _____

(Corporate Seal)

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

CHILTON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

Floyd Malcolm Miles and wife, Betty D. Miles

whose name s 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 1st day of March, 1990

(Notarial Seal)

My commission expires

NOTARY PUBLIC, STATE OF ALABAMA AT Notary Public
MY COMMISSION EXPIRES: JAN. 20, 1992.
PRINTED NAME: NOTARY PUBLIC, STATE OF ALABAMA

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

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

Given under my hand and official seal this _____ day of _____, 1991

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

CORPORATE ACKNOWLEDGEMENT

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ President

of the _____, 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 the 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 _____ day of _____, 1991

(Notarial Seal)

Notary Public

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EXHIBIT "A" TO MORTGAGE FROM FLOYD MALCOLM MILES AND WIFE, BETTY D. MILES, TO THE PEOPLES SAVINGS BANK, CLANTON, ALABAMA, DATED March 1, 1990.

PARCEL I (CHILTON COUNTY):

The E 1/2 of the NE 1/4 of the SE 1/4 of Section 33, Township 23, Range 13, containing 20 acres, more or less.

The NW 1/4 of the SW 1/4 of Section 34, Township 23, Range 13, containing 40 acres, more or less.

The SW 1/4 of the NW 1/4 of Section 34, Township 23, Range 13, containing 40 acres, more or less.

All lying and being situated in Chilton County, Alabama.

PARCEL II (SHELBY COUNTY):

Begin at the center of Section 3, Township 24, Range 12 East, and run South 89 deg., 15 mins. West, 900 feet to a stake which is the point of beginning; thence continue South 89 deg., 15 min. West, 975.5 feet; thence South 0 deg., 45 min. East; thence South 89 deg., 15 min. West, 290 feet; thence South 84 deg., 30 min. West, 765.7 feet to an iron pipe; thence South 17 deg., 8 min. West 1427 feet; thence North 86 deg., 28 min. East 686.5 feet; thence South 3 deg., 53 min. West, 531.7 feet; thence North 88 deg., 35 min. East 243.6 feet, to an iron pipe; thence continue North 88 deg., 35 min. East 552.1 feet to an iron pipe; thence North 42 deg., 15 min. East 1867.5 feet to an iron bolt; thence North 19 deg., 45 min. West, 756.6 feet to point of beginning.

ALSO, begin at the center of Section 3, Township 24, Range 12 East, and run South 89 deg., 15 min. West, 900 feet to a stake; thence North 19 deg., 45 min. West, 557 feet to a stake; thence North 17 deg., 30 min. West 282 feet to the Southern boundary of the right of way of the Southern Railway Company; thence along said right of way, North 89 deg. and 30 min. East, 180 feet to the point of beginning; thence continue North 89 deg., 30 min. East, 400 feet; thence South 18 deg., 30 min. East 83.5 feet to the Northern boundary of the Montevallo and Calera Highway; thence South 78 deg., 30 min. West, 193 feet; thence South 87 deg., 5 min. West, 109.4 feet; thence North 17 deg., 30 min. West, 50 feet to the point of beginning.

ALSO, the following described parcel of land: Begin at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 4, Township 24, Range 12 East and run West on the half section line 253 feet to the East line of the Givhan property, for the point of beginning; thence run North 17 deg., 30 min. East, along the East line of the Givhan property, 125 feet, more or less, to the Southeast side of the paved highway; thence in a Southwesterly direction along said highway 530 feet; thence in a Southeasterly direction 261 feet, more or less, to the line of the Doster-Givhan property, at a point 430 feet, more or less South of the half section line; thence North 17 deg., 30 min. East along said Givhan-Doster property line to the half mile section line; which is the point of beginning, and being a part of the NE 1/4 of SE 1/4 of Section 4, Township 24, Range 12 East. There is excepted from this parcel that certain strip 40 feet wide, which was dedicated to the public for a road in that certain deed from Lena P. Givhan, a widow, to J. T. Doster, which is recorded in Deed Book 114, Page 453, in the Probate Office of Shelby County, Alabama.

ALSO, begin at the Northwest corner of the NW 1/4 of SW 1/4 of Section 3, Township 24, Range 12 East, and run East along the half section line 437 feet to the West line of the property of Richard Allen; thence run South at right angles to the half section line and along the West line of the Allen property 150 feet; thence in a Southwesterly direction 764 feet, more or less, to a point on the Eastern line of the Givhan property, which point on said line is 230 feet, more or less, South of the half section line in Section 4, thence run North 17 deg., 30 min. East along the Eastern line of the Givhan property line 230 feet, more or less, to the half section line; thence run East along said half section line 253 feet, more or less, to the point of beginning, being a part of the NW 1/4 of SW 1/4 of Section 3, and part of the NE 1/4 of SE 1/4 of Section 4, all in Township 24, Range 12 East, in Shelby County, Alabama.

F. M. M.
B D M

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ALSO, property described as beginning at the Southwest corner of the SW 1/4 of NW 1/4 of Section 3, Township 24, Range 12 East, and run East along the half section line 437 feet, more or less, to the Northwest corner of the Richard Allen property; thence run North at angles to the half section line to the South line of Block "C" of Ellis Addition to East Montevallo; thence run West along the South line of Blocks "B" and "C" in said survey to the West line of Section 3; thence South on said section line to point of beginning, being a part of the SW 1/4 of NW 1/4 of Sec. 3, Twp. 24, Range 12 East, Shelby County, Alabama.

ALSO, Block "C" of and in Ellis Addition to East Montevallo, Alabama, according to survey and map of said Ellis Addition, made by Geo. Jacobs Davis, Jr. in 1914 and duly recorded in the Office of the Probate Judge of Shelby County, Alabama, being in the SW corner of the SW 1/4 of the NW 1/4 of Section 3, Township 24, Range 12 East.

ALSO, the following described parts of land, situated in the SE corner of the SE 1/4 of NE 1/4 of Section 4, in said Township and Range, to-wit: Beginning at the corner of Block B, running in a Westwardly direction along the State Highway to the corner of the E. G. Givhan property 235 feet; thence in a Southwardly direction 200 feet along the boundary line of E. G. Givhan property; thence in an Eastwardly direction 340 feet; thence in a Northwardly direction 264 feet to point of beginning. Situated in Montevallo, Shelby County, Alabama.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED LANDS, THE FOLLOWING:

Deeds to Seaman Timber Company, recorded in Deed Book 232, Page 123; in Deed Book 227, Page 542, and Deed Book 239, Page 89; deed to James D. Seaman, recorded in Deed Book 222, Page 45; deed to Henry Thrift and Minnie Thrift, recorded in Deed Book 208, Page 227; deed to Alvin M. Stinson, and Frances Stinson, recorded in Deed Book 223, Page 567; deed to Town of Montevallo, recorded in Deed Book 211, Page 558; Deed to T. W. Holley recorded in Deed Book 116, Page 244, all in Probate Office of Shelby County, Alabama.

50% of tax should be paid to Shelby County and 50% paid to Chilton.

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

90 MAR -2 AM 8:02

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

Robert M. Martin

DEED 211.80
MORTG. 16.00
REF. 1.00
INDEX 1.00

*105.90 to be paid
to Shelby Co.*

NO TAX COLLECTED

1. Deed Tax 0.00
2. Mtg. Tax 0.00
3. Recording Fee 15.00
4. Indexing Fee 2.00
5. No Tax Fee 1.00
6. Certified Fee 1.00
Total 20.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
TAX PD IN CHILTON CO.
90 MAR 12 AM 8:55

JUDGE OF PROBATE

*F.M.M.
B.P.M.*