

This instrument was prepared by

(Name) Jones & Waldrop, Attorneys at Law

(Address) 1009 Montgomery Highway, Birmingham, AL 35216

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

E. M. POWELL, a married woman
P.O. BOX 55
VALDOSTA, GA 31603-055

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

CITIZENS AND SOUTHERN NATIONAL BANK
P.O. BOX 1168
VALDOSTA, GA 31603-1168

(hereinafter called "Mortgagee", whether one or more), in the sum
Dollars

of Eighty-five thousand dollars
(\$85,000.00), evidenced by

One Promissory Note of even date herewith bearing
interest as stated therein in the principal amount
of \$85,000.00.

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, E. M. Powell, a married woman

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:

Commence at the Southwest corner of the Southwest one-fourth of the Southeast
one-fourth of Section 28, Township 19 South, Range 2 East, Shelby County,
Alabama; thence with a front sight along the South Boundary of said quarter-
quarter section turn an angle of 39 degrees 45 minutes to the left and proceed
North 50 degrees 15 minutes East for a distance of 234.0 feet to a point on
the North boundary of Kymulga Road; thence turn an angle of 38 degrees 45
minutes to the right and proceed North 88 degrees 00 minutes East along the
Northerly boundary of said road for a distance of 215.0 feet to the point of
beginning. From this beginning point proceed South 87 degrees 02 minutes
East along the Northerly boundary of said road for a distance of 258.66 feet;
thence proceed North 10 degrees 14 minutes East for a distance of 266.3 feet
to a point on the South right-of-way line of U.S. 280 Highway; thence
proceed North 69 degrees 48 minutes West along the South right-of-way line of
said highway for a distance of 22.3 feet; thence proceed South 10 degrees
59 minutes West for a distance of 67 feet; thence proceed South 85 degrees
20 minutes West for a distance of 200 feet; thence proceed South 13 degrees
11 minutes East for a distance of 40.48 feet; thence proceed South 75 degrees
18 minutes West for a distance of 99.3 feet; thence proceed South 10 degrees
02 minutes East for a distance of 116.74 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the
Southeast one-fourth of Section 28, Township 19 South, Range 2 East, Shelby
County, Alabama.

Mortgagor is a married woman, but the property herein described is not the domicile
of the parties.

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Jones & Waldrop

any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, and this mortgage be subject to foreclosure as now of said indebtedness hereby secured shall at once become due and payable, and this mortgagee, agents or assigns, shall be authorized to take possession of said 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 E.M. Powell, a married woman
have hereunto set her signature and seal, this 1st day of November, 19 90 (SEAL)

THE STATE of Georgia
Lowndes COUNTY

I, Floyd B. Moon
hereby certify that

, a Notary Public in and for said County, in said State.

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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 is executed the same voluntarily on the day the same bears date,
Given under my hand and official seal this 1st day of November, 19 90 Notary Public.

THE STATE of
COUNTY

, a Notary Public in and for said County, in said State,

I,
hereby certify that

BOOK whose name as
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

Return to:
Jones & Waldrup
1009 Montecompney Hwy, Birmingham
E. M. Powell At. 35203

TO
The Citizens and Southern National
Bank, Valdosta, GA

MORTGAGE DEED

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

90 NOV -9 PM 1:19

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	127.50
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	136.50

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203