

State of Alabama }

TALLADEGA COUNTY

1734

THIS MORTGAGE, made and entered into on this the 28 day of June, 19 91, by and between

DONALD M. RUNYAN AND WIFE, AMY CALLAHAN RUNYAN AND  
CLEVIS P. RUNYAN AND WIFE, BETTY G. RUNYAN

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

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

Sixty Thousand and NO/100 (\$60,000.00) Dollars, which is evidenced as follows, to-wit:

Promissory Note of Same Date

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other indebtedness owed by the mortgagors herein or either of them and to secure any future advances made in addition to the principal amount while any portion of this indebtedness remains outstanding but said advances not to exceed an amount equal to the principal amount, 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 Talladega and Shelby County, Alabama, to-wit:

See attached Exhibit "A" made a part hereof by reference.

BOOK 355 PAGE 337

0762 0196  
RECORDED IN ABOVE  
MORTGAGE BOOK 2 PAGE NO.  
FILED ON  
JUL 8 PM 4 09  
JUL 8 1991  
JUL 8 1991  
JUL 8 1991

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.

PROCTOR AND VAUGHN

201 NORTH NORTON AVENUE

SYLACAUGA, ALABAMA 35150

Proctor & Vaughan

TO  
THE CITY NATIONAL BANK  
Sylacauga, Alabama

# Mortgage Deed

The State of Alabama

I, \_\_\_\_\_  
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 in front of the Courthouse in said County where the property is located, 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:

*Donald M. Runyan* (L.S.)  
Donald M. Runyan  
*Amy Callahan Runyan* (L.S.)  
Amy Callahan Runyan  
*Clevis P. Runyan* (L.S.)  
Clevis P. Runyan  
*Betty G. Runyan* (L.S.)  
Betty G. Runyan

State of Alabama }  
TALLADEGA COUNTY

I, the undersigned authority, a notary public in and for said county, hereby certify that  
Donald M. Runyan and wife, Amy Callahan Runyan and Clevis P. Runyan and  
wife, Betty G. Runyan  
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 28 day of June, 1991

*Wanda J. Watson*  
A Notary Public

THIS INSTRUMENT PREPARED BY:  
PROCTOR AND VAUGHN  
201 N. Norton Avenue  
Sylacauga, Alabama 35150

RECORDED IN ABOVE  
MORTGAGE BOOK & INDEX  
FILED ON  
JUL 8 PM  
0762 0197

Exhibit "A" to Mortgage from Donald M. Runyan and wife, Amy Callahan Runyan and Clevis P. Runyan and wife, Betty G. Runyan in favor of City National Bank of Sylacauga, Alabama.

June 28, 1991

TALLADEGA COUNTY, ALABAMA

All that part lying southeast of the county paved road in the Northeast Quarter of the Northwest Quarter, Section 4, Township 20 South, Range 4 East; ALSO all that part lying southeast of the county paved road in the Southeast Quarter of the Southwest Quarter, Section 33, Township 19 South, Range 4 East. All lying in Talladega County, Alabama.

Being more particularly described as beginning at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 4; thence South 89 degrees 29 minutes 17 seconds west along the south line of said forty 1,224.66 feet to the east right-of-way line of a paved county road; thence north 13 degrees 28 minutes 16 seconds west along the east right-of-way line of said road 446.22 feet to its intersection with the Southeasterly right-of-way line of another paved county road; thence along the southeasterly right-of-way line of said paved county road the following chord bearings and distances: North 46 degrees 21 minutes East 766.85 feet; North 43 degrees 23 minutes 26 seconds east 348.74 feet; north 40 degrees 33 minutes 26 seconds east 865.87 to the east line of the Southeast Quarter of the Southwest Quarter of said Section 33; thence south 0 degrees 53 minutes 21 seconds west along the east line of the Southeast Quarter of the Southwest Quarter of said Section 33 and the east line of the Northeast Quarter of the Northwest Quarter of said Section 4, a distance of 1,863.82 feet to the point of beginning, containing 33.57 acres, more or less.

SHELBY COUNTY, ALABAMA

Lot No. 22, according to Waxa Subdivision, the same being a part of Section 35, Township 24, Range 15 East, a plat of said subdivision being recorded in Map Book 5, Page 5, in the Probate Office of Shelby County, Alabama.

There is excepted from this conveyance and reserved to the grantor all that part of the above described lot lying below that certain datum plane, of 397 feet above mean seal level, as established by the United States Coast and Geodetic Survey as adjusted in January, 1955. Grantee shall have the right to use and cut or clear the trees or timber on that part of said lot hereinabove described lying below said elevation of 397 feet above mean sea level until same is purchased or otherwise acquired by Alabama Power Company in connection with the raising of original Lay Lake by said company. The elevation above sea level used when the original Lay Lake was constructed is converted to U.S. Coast and Geodetic Survey elevation above mean seal level by subtracting 37.87 feet from such elevation that was used when said Lay Lake was originally constructed and is substantially the same as the 397 feet above mean sea level referred to hereinabove.

Donald M. Runyan

Clevis P. Runyan

Amy Callahan Runyan

Betty G. Runyan

STATE OF ALABAMA  
I HEREBY CERTIFY THAT  
THIS INSTRUMENT WAS FILED

91 JUL 25 AM 10:33

JUDGE OF PROBATE

Deed Tax	
Mtg. Tax	90.00
Indexing fee	4.00
Recording	7.50
Total	101.50

DEBBIE R. HARRIS

1	Deed Tax	80.00
2	Mtg. Tax	90.00
3	Indexing fee	4.00
4	Recording	7.50
5	Total	181.50