

CORRECTION MORTGAGE

	STATE OF ALABAMA BIBB COUNTY Know all men by these presents: That whereas, the undersigned,			
	Herbert L. Jarvis and wife, Brenda Jarvis (herein called debtor s) are			
	justly indebted to First State Bank of Bibb County, West Blocton, Alabama			
	a corporation (herein called mortgagee) in the sum of			
	Thirty-Four Thousand Nine Hundred Ninety-Seven and 28/100 (\$34,997.28) DOLLARS			
	for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from date			
	at 13.00 per cent per annum, interest payable as hereinafter provided, said			
	principal and interest being evidenced by waive promissory noteof debtor S, due and payable at			
	First State Bank of Bibb County as follows:			
	In 48 installments of \$729.11 each, beginning June 20, 1991 and continuing on the same day of each month thereafter, until maturity.			
-	NOTE: This mortgage is a Correction Mortgage correcting errors/omissions in the legal description on that Mortgage recorded in Book 350, Page 25, in Shelby County, A Tax was paid when the Original Mortgage was recorded.			
	And whereas, it was agreed at the time said debt was incurred that said noteshould be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debtorsmay now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful performance of all promises and agreements herein made, Herbert L. Jarvis and Brenda Jarvis			
	(herein called mortgagor),			
	do hereby grant, bargain, sell and convey to First State Bank of Bibb County, West Blocton, Alabama, a corporation,			
	(herein called mortgagee) successors and assigns, the following described real estate inShelby County, Alabama to-wit:			
	A parcel of land located in and being a part of the SE 1/4 of the NW 1/4 of Section 1, Township 22 South, Range 4 West, being further described as follows: Starting at the intersection of the West line of the SE 1/4 of the NW 1/4 of Section 1, Township 22 South, Range 4 West and the South right of way of Highway 22, go South along said line for a distance of 320 feet for the point of beginning; thence continue along said line for a distance of 560 feet to a point, said point being the NW corner of the Charles Wayne Brantley property; thence turn 90 deg. and run East along the North border of the said Charles Wayne Brantley property to the West boundary of the Brady Kitchens Road; thence turn in a Northeasterly direction along			

Together with any and all improvements situated thereon.

point of beginning; being situated in Shelby County, Alabama.

the Westerly boundary of Brady Kitchens Road to a point which is 320 feet

from the South right of way of Highway 22; thence turn West along the

South property line of Henry Vergil Jarvis 190 feet, more or less, to the

First State Bank

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all of which property is hereby warranted to belong to mortgagors in fee simple and is also warranted free from all in-
cumbrance and against any adverse claims, except this mortgage.
Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtors—do—hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtors—fail—to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee—may atitsoption pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtors—to mortgagee—due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.
Upon condition, however, that if debtor Schall faithfully keep and perform each of the promises and agreements here- in made and shall pay said notepromptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgageeor should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgageeshall have the right then and at any time thereafter during any

gee may see fit. Sale hereunder shall be made in front of the Court House of Shelby
County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some news-

default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortga-

paper published in _____ Shelby ____ County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee—in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagors or assigns.

Mortgagee, successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee or assigns is hereby authorized to execute title to the purchaser. Debtor do further agree to pay such reasonable attorney's fees as may be incurred by mortgagee, or successors or assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee—on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given

by debtor S, their heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor S agree to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor S waive all rights of exemption as to personal property under the Constitutions and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee..., and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor S will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the amount required by mortgagee, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee..., and debtor will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee..., successors and assigns that mortgagor is or are the owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and defend mortgagee..., successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect

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penses, all of which are hereby fully secured.

JUDGE OF RROBATE

5. No Tax Fee	7.50
6. Certified Fee	
Total	\$ 12:57

County, Alabama

Witness Our hand S and seal S on this the	day of	November	, 19 <u>9</u>
Witnesses	. /	T. 1	_
	Freiber	Ty Jann Jarvis	(L. S.)
	Herbert L.	larvis 🗸	/T 8 \
	Brenda Jarvi	s Janus	(L. S.)
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STATE OF ALABAMA, Bibb	COUNTY.		
the undersigned,	a Notary Public in and f	or said County and Sta	te, do hereby
certify that Herbert L. Jarvis and			
whose name S are signed to the foregoing co	onveyance, and who		acknowledged
before me on this day that, being informed of the contentarily on the day the same bears date.	its of the conveyance,	they executed the	s same volun-
IN WITNESS WHEREOF, I hereunto set my hand	and official seal on this ti	he	day of
November , 19 91	- (12 ₁ - (V. Burt	
My Commission	If the	1. Our	
Expires 12/5/92	Notary Public in and	For State of Alaban Bibb County, Alab	na at Large
STATE OF ALABAMA,	COUNTY.		
1,,	a Notary Public in and i	for said County and Sta	ite, do hereby
certify that			
whose namesigned to the foregoing co	onveyance, and who	known to me,	acknowledged
before me on this day that, being informed of the cont	tents of the conveyance,	executed the	ne same volun-
tarily on the day the same bears date. And I do hereby cer			
came before me the within named			
known to me to be the wife of the within named who, being examined separate and apart from the husb edged that she signed the same of her own free will an the husband.	band, touching her signatured accord and without fear	, constraints, or threats	on the part of
IN WITNESS WHEREOF, I hereunto set my hand	and official seal on this t	he	day of
		for	

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