

57.70
MORTGAGE DEED

State of Alabama }
Talladega County

THIS MORTGAGE, made and entered into on this the 21 day of January, 1993, by and between
Walter Kidd and wife, Lillie Mae Kidd
5200 Highway 62 Vincent, Alabama 35178

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 Thirty Thousand
Seven Hundred Twenty Three and 27/100 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:

See Attached Exhibit "A"

Inst. # 1993-02193

This instrument was prepared by:
Mark Payne
Assistant Vice President
The First National Bank in Sylacauga
cc

01/22/1993-02193
02:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DUS MCD 57.70

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.

TO

THE FIRST NATIONAL BANK IN SYLACAUGA
Sylacauga, Alabama

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:

Walter Kidd (L.S.)
Walter Kidd
Lillie Mae Kidd (L.S.)
Lillie Mae Kidd
(L.S.)
(L.S.)

State of Alabama }
Talladega County

I, _____ the undersigned _____, a notary public in and for said county, hereby certify that
Walter Kidd and wife, Lillie Mae Kidd

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 21 day of January, 19 93

Jean W. Connell
A Notary Public

EXHIBIT "A"

A part of the NW 1/4 of the NE 1/4 of Section 19, township 19 South, Range 3 East, more particularly described as follows:

Commence at the Northwest corner of said NE 1/4 of said Section 19 and run thence 88 degrees 30 minutes East 61 feet; thence run 91 degrees 50 minutes right 20 feet to a point; thence continue in the same direction 317.0 feet; thence run 5 degrees 30 minutes left 117.4 feet; thence run 84 degrees 30 minutes left 399 feet; thence run 91 degrees 00 minutes right 210 feet to a point; thence run 89 degrees 00 minutes right 171 feet to the point of beginning of the property herein conveyed; thence continue in the same direction a distance of 210 feet to a point on Shelby County Highway 62; thence turn 89 degrees 00 minutes left and run 135 feet to a point; thence turn to the left and run Easterly parallel with Northern boundary of the property herein being conveyed a distance of 210 feet to a point; thence turn to the left and run Northerly 135 feet to point of beginning of the property herein conveyed.

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