CAROL DALLY

LEEDS, ALABAMA,

MORTGAGE FORM 97-1 REV SEPT 1957

### The State of Alabama

**JEFFERSON** 

County.

THIS INDENTURE, made and entered into this 11TH DAY OF SEPTEMBER, 1995

by and between

JIMMY RAY ISBELL

AND WIFE, CHARLOTTE JEAN ISBELL

parties of the first part, hereinafter referred to as mortgagor, and CITIZENS BANK OF LEEDS

party of the second part, hereinafter referred to as mortgagee,

## Witnesseth:

WHEREAS, the said JIMMY RAY ISBELL AND WIFE, CHARLOTTE JEAN ISBELL justly indebted to the party of the second part in the principal sum of SIXTY FOUR THOUSAND, TWO HUNDRED SEVENTY AND 46/100 as evidenced by note bearing even date herewith, payable as follows:

"ACCORDING TO THE TERMS AS SET FORTH IN THE NOTE SECURED HEREBY."

"THIS MORTGAGE SECURES ALL RENEWALS AND EXTENSIONS OF THE INDEBTEDNESS HEREIN ABOVE DESCRIBED."

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# ATTACHED SCHEDULE (EXHIBIT A)

ALSO:

PARCEL I

LOTS 6 AND 7, IN BLOCK "A", MOUNTAIN VIEW LAKE SUBDIVISION, AS RECORDED IN MAP BOOK 2 PAGE 35, IN THE OFFICE OF THE JUDGE OF PROBATE OF ST CLAIR COUNTY, ALABAMA, ASHVILLE DIVISION; BEING SITUATED IN THE NORTHERN DIVISION OF ST CLAIR COUNTY, ALABAMA.

"THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGORS."

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. T Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, are boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such

against loss by tornado, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee may, at its option, insure said property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by said mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, 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 they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the 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 its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgager the mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of said mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said 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 may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the data 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 mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to fore-closure 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 the liens of machanics and nisterialmen, without regard to 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.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgages, shall inure to the benefit of its successors and assigns.

This mortgage is intended to and does secure the payment of any renewal of said indebtedness, and also any and all other indebtedness of the Mortgager to the Mortgagee, in existence at the time of the execution of this mortgage or contracted after the date of the execution of this mortgage and before the payment of the specific indebtedness hereinabove recited, provided that the total indebtedness secured hereby shall not exceed the face amount hereof.

IN TESTIMONY WHEREOF, the undersigned have hereunto set written.	their hands an	WAELACE W	·95 <del>Me</del> FP 19	REGORDED I	first & ove
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se names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being fored of the contents of the conveyance, they executed the same voluntarily on the day the same bears data.  Given under my hand and official seal, this 11th Day of September, 1995.  TE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that this day came before me the within named with to me to be the wife of the within named, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she ed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.  ITE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, provided that she ed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.  COUNTY. I, the undersigned authority, in and for said County, provided that she ed the same of her own free will and accord, without fear, constraints or threats on the part of the husband me of the same of her own free will and accord, without fear, constraints or threats on the part of the husband me of the day the same bears date.  Notary Public.  THE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, provided that she ed the same of her own free will and accord, without fear, constraints or threats on the part of the husband me of the day the same bears date.  Notary Public.  Notary Public.  Notary Public.  Notary Public.  Notary Public.  Notary Public.	TATE OF ALABAMA,  Jefferson COUNTY. I, the undersigned	ed authority in	and for	uid County	in said State, here	by certify that
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COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.  Civen under my hand and official seal, this  Notary Public.  ATE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name as President of the conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and as the original conveyance, he, as such offices, and with full authority, executed the same voluntarily for and a conveyance, he, as such offices, and with full authority, executed the same voluntarily for and a conveyance, he, as such offices, and with full authority or a conveyance, he are conveyan				33	· · · · · · · · · · · ·	
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in the contents of the conveyance, he executed the same voluntarily on the day the same bears date.  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name as President of the contents of the conveyance, he, as such officer, and with full authority, essecuted the same voluntarily for said as the origination.  Given under my hand and official seal, this  TATE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name as President of the conversion of the conversion, as signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he, as such officer, and with full authority, essecuted the same voluntarily for said as the original seal, this seal as the officer of the conveyance, he as a such officer of t				A		
see name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day thest, being ined of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.  Given under my hand and official seal, this  Notary Public.  ATE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name as President of the conveyance, and who is known to me, acknowledged before me on this day that, being in med of the somewhat of the conveyance, he, as such offices, and with full authority, essecuted the same voluntarily for and as the of said corporation.  Given under my hand and official seal, this  Notary Public.  YATE OF ALABAMA.  Office of the judge of the foregoing conveyance, he, as such offices, and with full authority, essecuted the same voluntarily for and as the office of the judge of the full suthority, essecuted the same voluntarily for and as the office of the judge of the j	TATE OF ALABAMA,				•	
Given under my hand and official seal, this  Notary Public.  ATE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that one name as President of the corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he, as such officer, and with full authority, essecuted the same voluntarily for and as the officer my hand and official seal, this  Notary Public.  ATE OF ALABAMA,  COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that med of the contents of the conveyance, he, as such officer, and with full authority, essecuted the same voluntarily for and as the officer my hand and official seal, this  Notary Public.	COUNTY. I, the undersign	ned authority, in	and for	said County,	in said State, her	eby ceruity that
ose name as President of the corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he, as such officer, and with full authority, essecuted the same voluntarily for said as the of said corporation.  Given under my hand and official seal, this  Notary Feldic.  STATE OF ALABAMA  O'clock  Mortgage was being in this office of the Judge of Probate  Judge of Probate.	TATE OF ALABAMA,					<del></del>
reportation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in med of the contents of the conveyance, he, as such offices, and with full authority, essecuted the same voluntarily for and as the of said corporation.  Given under my hand and official seal, this  STATE OF ALABAMA  Office of the Judge of Probate  In bareby centify that the within mortgage, and who is known to me, acknowledged before me on this day that, being in med of the foregoing conveyance, and with full authority, essecuted the same voluntarily for and as the of said corporation.  STATE OF ALABAMA  Office of the Judge of Probate  Indeed, and crammined.		ned authority, ir	and for	said County,	in said State, her	oby certify that
Notary Public.  Notary Public.  STATE OF ALABAMA  County Office of the Judge of Probate  1 hereby certify that the within mortgage was  Hold in this office for record on the at o'clock M., and was duty recorded  in Volume of Mortgage, at page  Judge of Probate.						
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### (EXHIBIT A)

#### PARCEL II

All that part of the SE 1/4 of SE 1/4 of Section 32, Township 17 South, Range 1 East, that lies Northwest of the Northernmost right of way of the Central Georgia Railroad right of way, EXCEPT TRACT NE CORNER AS DESCRIBED IN DEED BOOK 96, PAGE 345; Also EXCEPT LOT SOLD TO Russell Ritch and Lucy Ritch as described in Deed Book 144, Page 76; ALSO EXCEPT LOT SOLD to E. A. Lokey and Martha Lokey as described in Deed Book 137, Page 628; ALSO EXCEPT LOT SOLD TO E. A. Lokey and wife, Martha Lokey as described in Deed Book 140, Page 414; ALSO EXCEPT LOT SOLD to John Bailey and Bessie L. Bailey as described in Deed Book 137, Page 571, ALSO EXCEPT LOT SOLD TO Charles H. McDonald and wife, Betty Sue McDonald in Deed Book 351, Page 495; Also EXCEPT LOT SOLD TO Charles H. McDonald and wife, Betty Sue McDonald in Real Record 135, Page 698; Also EXCEPT LOT SOLD TO Harvey J. Laney and Margaret P. Laney in Real Record 143, Page 02, in the Probate Office of

Shelby County, Alabama. Situated in Shelby County, Alabama.

> ST. CLAIR COUNTY : 96.45 MTG. TAX DBED TAX RECORDING FEE 10.00 INDEXING FEE CERT. FEE TOTAL

89 KECOKUED IN ABOVE SEP 19 PROBATE

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11:00 AM CERTIFIED SAREBY COUNTY JUDGE OF PROBATE 17.00 004 NCD

Inst # 1995-28862