

**STATE OF ALABAMA }**

**SHELBY COUNTY }**

**This instrument prepared by:**  
**Connie Shaw Granata**  
**Granata, Ellenberger & Porter**  
**Post Office Box 94**  
**Chelsea, Alabama 35043**

Inst # 1997-00103

## **MORTGAGE**

**THIS INDENTURE**, made and entered into on this the 14th day of August, 1996, by and between John E. Spates and Candace Gray Spates, husband and wife, hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation hereinafter, called the Mortgagee:

**WITNESSETH:** That, whereas, the said John E. Spates and Candace Gray Spates justly indebted to the Mortgagee in the sum of Thirty Three Thousand Five Hundred Sixty Two and 50/100 Dollars (\$33,562.50) which is evidenced as follows, to-wit: One promissory installment note of even date from Mortgagor to Mortgagee in the sum of \$33,562.50, said sum payable as follows: accrued interest at the rate of ten percent (10%) per annum and principal payable on demand, but if no demand is made, then in eighty four (84) payments of Five Hundred Fifty Eight 62/100 Dollars (\$558.62) each due on the twenty second (22nd) day of each month with the first such monthly payment due September 22, 1996, and the last such monthly payment due on August 22, 2003.

**NOW, THEREFORE**, in consideration of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

Commence at the NE corner of the NE ¼ of the SE ¼ of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, thence Westerly along the North line of said ¼ ¼ line 461.22 feet to a point, thence 116 deg. 0' left 353.40 feet to a point, thence 91 deg. 30' left 38.0 feet to a point, thence 74 deg. 15' 25" right to a point, thence 83 deg. 59' 40" left 229. feet to a point, thence 49 deg. 52' left 256.0 feet to the point of beginning containing 2.8 acres and being situated in the NE ¼ of the SE ¼ of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama.

**TO HAVE AND TO HOLD**, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or

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attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talledega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described--or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemption, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal on this the day and year hereinabove written.

 (L.S.)  
John E. Spates

  
Candace Gray Spates

STATE OF ALABAMA }

**SHELBY COUNTY }**

I, the undersigned authority, in and for said County, in said State, hereby certify that John E. Spates whose name is signed to the foregoing conveyance, and who is known to me (or made known to me) acknowledged before me on this day that, being duly informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of August, 1996.

  
Notary Public

My commission expires April 26, 2000.

**STATE OF ALABAMA }**

**SHELBY COUNTY }**

I, the undersigned authority, in and for said County, in said State, hereby certify that Candace Gray Spates whose name is signed to the foregoing conveyance, and who is known to me (or made known to me) acknowledged before me on this day that, being duly informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of August, 1996.

  
Notary Public

My commission expires April 26, 2000.

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