

STATE OF ALABAMA

Shelby COUNTY.

This instrument prepared by: Sherry Glenn  
First Bank of Childersburg  
P.O. Box 329  
Childersburg, AL. 35044

**THIS INDENTURE**, Made and entered into on this, the 11th day of may, 2001-19-- by and between  
David E. Kidd, a single man and Leola Kidd, a widow  
hereinafter called Mortgagor (whether singular or plural); and **First Bank of Childersburg**, a banking corporation  
hereinafter called the Mortgagee:

**WITNESSETH: That, WHEREAS**, the said David E. and Leola Kidd  
justly indebted to the Mortgagee in the sum of Twenty Four Thousand Eight Hundred Fifty-  
Three Dollars and 00/100 (\$24,853.00) which is evidenced as follows, to-wit:

Promissory note or notes, and any renewals or extentions thereof, being  
due and payable in accordance with the terms of said note or notes.

**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:

All that part of the SW 1/4 of the NE 1/4 lying South and Southwest of  
Coosa River, of Section 18, Township 19 South, Range 3 East, situated  
in Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 2001-21198

05/24/2001-21198  
11:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

006 CJ1 63.35

**TO HAVE AND TO HOLD**, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise 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 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 Talladega 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 in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, 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 herein first above written.

..... (L.S.) David Earl Kidd ..... (L.S.)  
..... (L.S.) Lela M. Kidd ..... (L.S.)

STATE OF ALABAMA, }  
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that .....

David E. Kidd and Leola M. Kidd

whose name ..... are ..... signed to the foregoing conveyance, and who ..... are ..... known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, ..... executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 11th day of May 2001-----19-----.

  
Notary Public

STATE OF ALABAMA }  
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the ..... day of ..... , 19 ..... , came before me the within named .....

known to me (or made known to me) to be the wife of the within named, ..... who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the ..... day of ..... , 19 ..... .

.....  
Notary Public

## PAYMENT RIDER

THIS PAYMENT RIDER is made this ....11TH..... day of ....MAY...2001..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to FIRST BANK OF CHILDERSBURG, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA 120 8TH AVE SW - P.O. BOX 329, CHILDERSBURG, AL 35044 ("Lender") of the same date and covering the property described in the Security Instrument and located at: 25 VINCENT PARK ROAD, VINCENT, AL 35178  
[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. PERIODIC PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for periodic payments of principal and interest as follows:

### 3. PAYMENTS

#### (A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled:

☐ I will make ..... payments of \$ .....  
each on the .....  
of each .....  
beginning on .....

☒ I will make payments as follows:

ONE PAYMENT OF 26,085.44 DUE ON NOVEMBER 12, 2001

☐ In addition to the payments described above, I will pay a "Balloon Payment" of \$ ..... on ..... The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

#### (B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My periodic payments will be applied to interest before Principal. If, on .....NOVEMBER 12, 2001....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

### MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)

Bankers Systems, Inc., St. Cloud, MN Form MPFR-PR 3/8/2000  
ref: MPFR-MN

(page 1 of 2 pages)

DER

LMA.



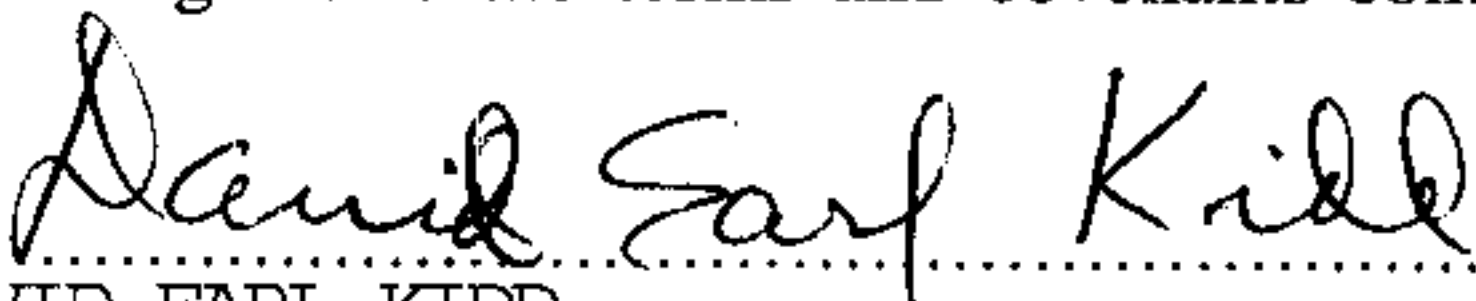
I will make my periodic payments at ...120.8TH.AVE.SW.-.P.O..BOX.329.....  
.CHILDERSBURG,.AL...35044.....

..... or at a different place if required by the Note Holder.

☐ **B. FUNDS FOR TAXES AND INSURANCE**

Uniform Covenant 3 of the Security Instrument is waived by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Payment Rider.

 (Seal)  
DAVID EARL KIDD -Borrower

..... (Seal)  
-Borrower

## NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 11TH day of MAY, 2001  
, and is incorporated into and shall be deemed to amend and  
supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given  
by the undersigned ("Borrower") to secure Borrower's Note to FIRST BANK OF CHILDERSBURG,  
120 8TH AVE SW - P.O. BOX 329, CHILDERSBURG, AL 35044

\_\_\_\_\_ ("Lender") of the same date, and covering the Property described in the Security Instrument and located at:  
25 VINCENT PARK ROAD, VINCENT, AL 35178

[Property Address]

In modification of and notwithstanding the provisions of Paragraph 6 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal residence.

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

DAVID EARL KIDD

(SEAL)  
Borrower

*Leah M Kidd*

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