

This instrument was prepared by

(Name) First Federal Savings Bank

(Address) 1630 4th Avenue North

Bessemer, AL 35020

MORTGAGE

STATE OF AL

~~Shelby~~ **BIBB**

COUNTY }
}

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joel Keith Wilson and Margaret Laura Wilson ,his wife

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to First Federal Savings Bank

(hereinafter called "Mortgagee", whether one or more), in the sum of

Forty Six Thousand Three Hundred and 00/100

Dollars (\$ 46,300.00),

evidenced by Promissory note of even date herewith and payable in the manner provided in said note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Joel Keith Wilson and Margaret Laura Wilson ,his wife

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in ~~Shelby~~ BIBB County, State of AL, to-wit;

SEE EXHIBIT A ATTACHED HERETO

Inst # 2001-51866

11/30/2001-51866
09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 86.45

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Joel Keith Wilson and Margaret Laura Wilson ,his wife

have hereunto set their signature(s) and seal, this 21st day of November, 2001.

Joel Keith Wilson (SEAL)

Margaret Laura Wilson (SEAL)

_____ (SEAL)

_____ (SEAL)

THE STATE of Alabama

Jeff

COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that Joel Keith Wilson and Margaret Laura Wilson ,his wife

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

Given under my hand and official seal this 21st day of November, 2001.

[Signature]

Notary Public

THE STATE of

COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21st day of November, 2001.

_____, Notary Public

EXHIBIT 'A'
WILSON
TO
FIRST RECORD

A parcel of land situated in the NW 1/4 of the SW 1/4 Section 11, Township 21 South, Range 5 West, Bibb County, Alabama, being more particularly described as follows:

Beginning at the SE corner of the NW 1/4 of the SW 1/4 of Section 11, Township 21 South, Range 5 West, Bibb County, Alabama, said point being the POINT OF BEGINNING; thence North 04 deg. 20 min. 29 sec. East along the east line of said 1/4-1/4 section, a distance of 571.92 feet to the centerline of Shades Creek; thence North 60 deg. 50 min. 22 sec. West along said centerline, a distance of 38.19 feet; thence South 81 deg. 36 min. 37 sec. West along said centerline, a distance of 62.76 feet; thence North 68 deg. 15 min. 43 sec. West along said centerline, a distance of 29.39 feet; thence North 31 deg. 20 min. 16 sec. West along said centerline, a distance of 42.86 feet; thence North 27 deg. 21 min. 56 sec. West along said centerline, a distance of 35.10 feet; thence North 11 deg. 19 min. 22 sec. West along said centerline, a distance of 32.20 feet; thence North 89 deg. 08 min. 01 sec. West and leaving said centerline, a distance of 200.97 feet; thence South 03 deg. 01 min. 03 sec. West, a distance of 338.39 feet; thence South 78 deg. 22 min. 45 sec. West, a distance of 271.23 feet; thence South 02 deg. 32 min. 32 sec. East, a distance of 248.79 feet to the south line of said 1/4-1/4 section; thence South 85 deg. 02 min. 11 sec. East along the south line of said 1/4-1/4 section, a distance of 599.83 feet to the point of beginning.

Together with a right of way 30 feet in width located in the NW corner of the SE 1/4 of the SW 1/4 of Section 11, Township 21 South, Range 5 West, Bibb County, Alabama, described as follows:

Commence at the NW corner of said 1/4-1/4 section and run East along the North boundary 30 feet to a point on the East margin of said right of way; thence turn 89 deg. 23 min. 29 sec. right and run South 102.11 feet to the intersection of the North right of way of Bibb County Highway No. 12, thence turn 90 deg. 36 min. 31 sec. right and run Westerly along said right of way 30 feet; thence turn 89 deg. 23 min. 29 sec. right and run North 102.11 feet to the point of beginning.

Also, together with an 80 foot right of way around the SW corner of said property for an ingress egress easement more particularly described as follows: as a Point of beginning start at the SW corner of the above NE 1/4 of the SW 1/4 and run East 80 feet along its south boundary; thence NW to a point of the west boundary of the NE 1/4 of the SW 1/4 North of its SW corner; thence South to the point of beginning.

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