


This instrument was prepared by:  
Michael T. Atchison, Attorney At Law, Inc.  
PO Box 822  
Columbiana, AL 35051

  
20130329000130500 1/3 \$273.00  
Shelby Cnty Judge of Probate, AL  
03/29/2013 11:17:39 AM FILED/CERT

# MORTGAGE

## STATE OF ALABAMA COUNTY OF SHELBY

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas, Shellye M Thomas and husband, Clint Thomas, (hereinafter called "Mortgagors", whether one or more are justly indebted to First National Bank of Talladega, 120 E North Street, Talladega, Alabama 35160, P.O. Box 797, Talladega, Alabama 35161, (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Seventy Thousand dollars and no/100 (\$170,000.00) evidenced by a real estate mortgage note of even date.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, Shellye M Thomas and husband, Clint Thomas, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Said property is warranted free from all encumbrances 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.

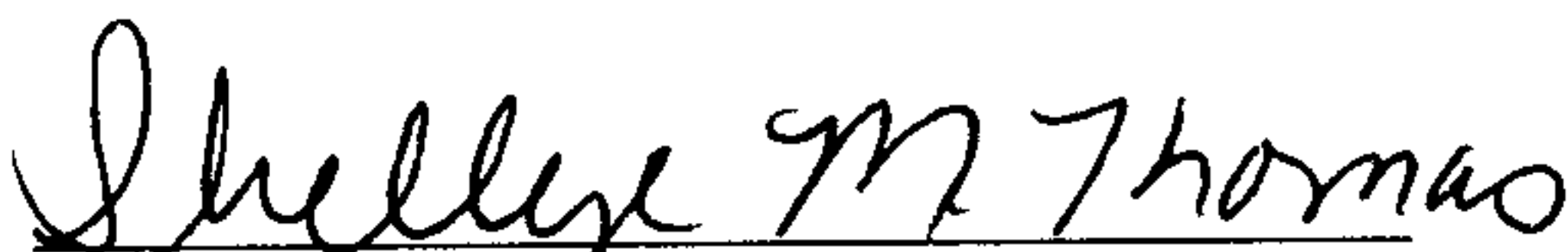
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period,

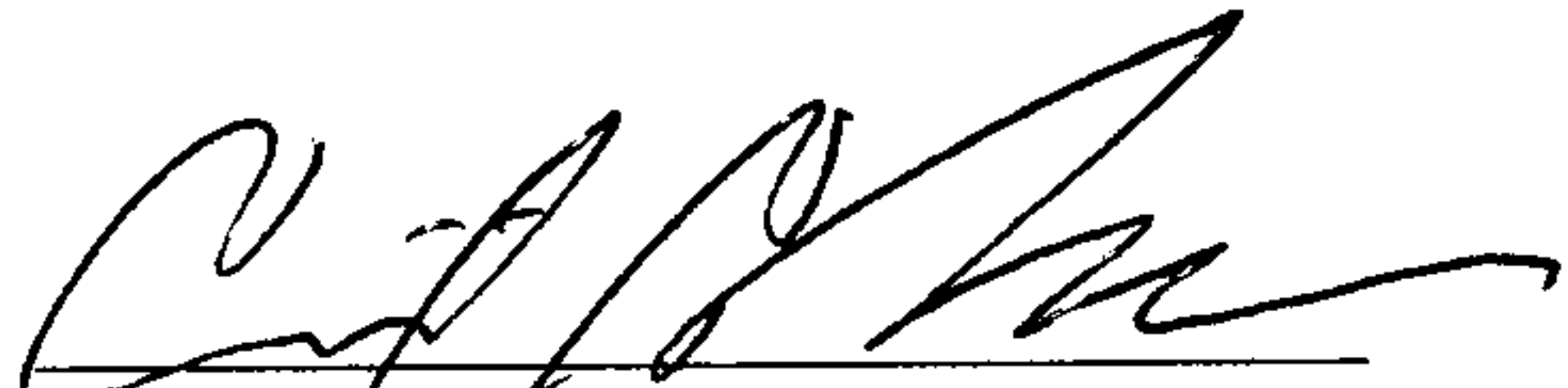


Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 encumbrance 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 encumbrances, 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 therefore; 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 Shellye M Thomas and Clint Thomas, have hereunto set their signature and seal this 22<sup>nd</sup> day of March 2013.

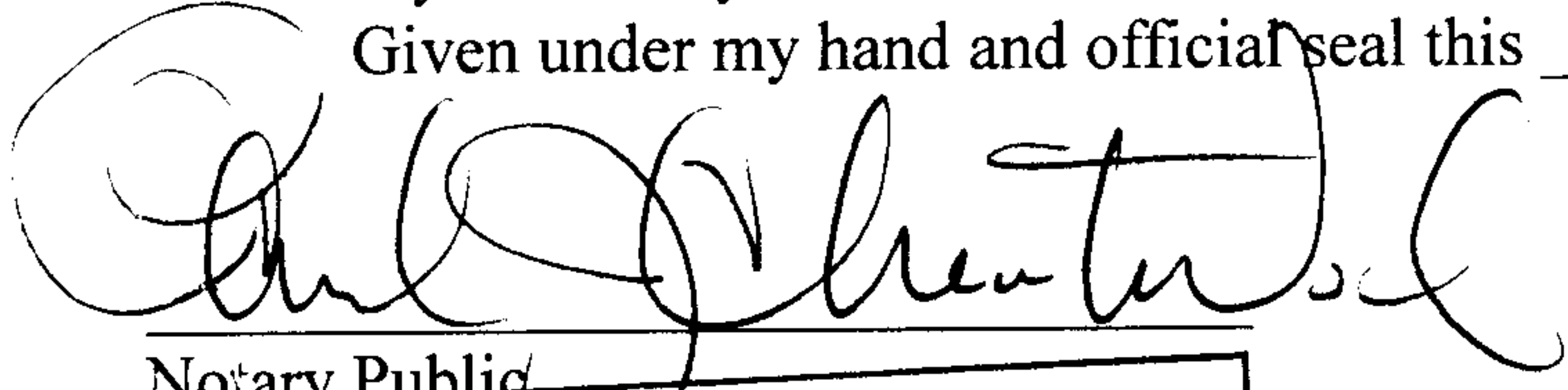
  
Shellye M Thomas

  
Clint Thomas

STATE OF ALABAMA  
COUNTY OF TALLADEGA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Shellye M Thomas and Clint Thomas, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of March 2013.



Notary Public

Pamela J. Cheatwood  
Notary Public, Alabama State At Large  
My Commission Expires October 26, 2015



  
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EXHIBIT A  
LEGAL DESCRIPTION

Commence at the Northeast corner of the NW 1/4 of the SW 1/4 of Section 33, Township 21 South, Range 1 West for the point of beginning; thence run South on the quarter-quarter line for 310.0 feet; thence turn right 94 degrees 23 minutes 07 seconds for 803.04 feet; thence turn left 7 degrees 17 minutes 30 seconds for 71.64 feet; thence turn right 83 degrees 57 minutes 18 seconds for 76.62 feet; thence turn left 94 degrees 01 minutes 28 seconds for 135.03 feet; thence turn right 42 degrees 33 minutes 20 seconds for 77.74 feet; thence turn left 21 degrees 57 minutes 25 seconds for 116.45 feet; thence turn right 119 degrees 12 minutes 50 seconds for 119.83 feet to the North quarter-quarter line; thence turn right 50 degrees 15 minutes 25 seconds and along said quarter-quarter line for 1128.33 feet to the point of beginning. Situated in Shelby County, Alabama.

Shellye M. Bush and Shellye M. Thomas are one in the same person.

  
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