

30% Shelby
70% Chilton


Chilton County, Alabama
Judge Robert M. Martin
Filed/cert. 5/ 4/2017 3:17 PM
MORTGAGE TAX \$ 357.00
TOTAL \$ 383.25
4 Pages

0207230

TYPE: R BOOK: 2017 PAGE: 207230

This Instrument was prepared by:
Marion Bank and Trust Company
P. O. Box 510, Marion, AL 36756

THE STATE OF ALABAMA
CHILTON COUNTY


20170727000270250 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
07/27/2017 01:52:43 PM FILED/CERT

THIS INDENTURE, made and entered into this the 4th day of May, 2017, by and between **Bruce Thomas Cuthbert**, a married man, hereinafter called the first party, and **MARION BANK AND TRUST COMPANY**, a corporation, Marion, Alabama, hereinafter called the second party.

WITNESSETH: That, whereas, Bruce Thomas Cuthbert, the first party, is justly and lawfully indebted to the second party in the sum of Two Hundred Thirty-Eight Thousand and no/100 (\$238,000.00) Dollars, being money this day loaned by second party to first party, which said indebtedness is evidenced by the promissory waive note(s) signed by first party, of even date herewith, and payable to the order of second party at its principal place of business in Marion, Alabama.

Note dated May 4, 2017, in the original principal amount of \$238,000.00 as provided therein, which matures on
May 3, 2032.

THIS IS A PURCHASE MONEY MORTGAGE.

And whereas the first party is desirous of securing the prompt and faithful payment of said note(s) when due, as well as securing the prompt and faithful payment of any and all renewals and extensions of said notes and to secure any and all future advances that the second party may advance to the first party, before the payment in full of said mortgage indebtedness, and of securing the prompt and faithful performance of all and singular the covenants and agreements herein contained, by the first party to be kept and performed.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, cash, in hand paid to first party by the second party, the receipt whereof is hereby acknowledged, first party does by this indenture, grant, bargain, sell and convey unto second party the following property, situated, lying and being in Chilton County, Alabama, bounded and more particularly described as follows:

PARCEL ONE: Lots 3, 4 and 5 of Block O, Jemison, Section 23, Township 23, Range 13, and being that parcel identified in the Tax Assessor's Office of Chilton County, Alabama as Parcel No. 06-06-23-3-003-001.000.

PARCEL TWO: From an iron rail marking the intersection of the West right of way line of the Southern Railroad right of way and the North right of way line of the Alabama Highway No. 22 by-pass, as beginning point, run along the North right of way of said highway 22 by-pass South 73°59'38" West 118.10 feet; thence North 12°06'29" West 43.22 feet to a point where the center of the party wall dividing the Old Launderette building North of and adjacent to said Old Launderette building, if extended would intersect said line; thence run North 80°53'47" East along said projected line and line proper 118.129 feet to the West right of way line of said Southern Railroad; thence along said right of way line South 11°49'54" East 29.00 feet, back to the beginning point, containing 0.098 of an acre, more or less. SUBJECT TO an easement over and across the West 30 feet of subject property, being of uniform width and 30 feet wide for the purpose of maintaining a right of way and easement for rights of ingress and egress to serve adjoining property.

PARCEL THREE: Commence at the SE corner of the SE¼ of the NW¼ of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama; thence S 89°15'0"W a distance of 900.00 feet; thence N 19°45'0"W a distance of 557.00 feet; thence N 17°30'0"W a distance of 251.80 feet to the Northerly right-of-way of Alabama Highway 25; thence N 71°54'55"E along said right-of-way a distance of 9.90 feet to the point of beginning; thence continue along the last described course a distance of 287.73 feet to the point of curve to the right having a central angle of 22°08'59" and a radius of 1059.15 feet; thence along the arc of said curve and along said right-of-way a distance of 409.45' to PT Station 29+52.852 of Alabama Highway 25; thence S 85°56'6"E along said right-of-way a distance of 146.20 feet to the Southerly right-of-way of Alabama Highway 155; thence N 66°31'49"W along said right-of-way a distance of 104.08' to the point of curve to the right having a central angle of 06°40'37" and a radius of 1122.67 feet; thence along the arc of said curve and along said right-of-way a distance of 130.83 feet to the Southerly right-of-way line of Norfolk Southern Railroad said point also a point on a curve the right having a central angle of 02°00'16" and a radius of 4292.43 feet; said curve subtended by a chord bearing S 70°56'51"W and a chord distance of 150.16 feet; thence along the arc of said curve and along said railroad right-of-way and leaving said Highway 155 right-of-way a distance of 150.17 feet; thence S 18°26'0"E along said right-of-way a distance of 27.42 feet to a point on the Northerly right-of-way of Alabama Highway 25; thence S 18°05'05"E and leaving said railroad right-of-way and along said Highway 25 right-of-way a distance of 25.81 feet to the point of beginning. Said parcel of land contains 0.73 acre, more or less. SUBJECT TO any right-of-way or easements that may be found in the Office of the Judge of Probate of Shelby County, Alabama. LESS any part of subject property condemned by the State of Alabama by Instrument 20040330000162890 and Instrument 1997-15832. Being more particularly described and depicted on survey prepared by Rodney Shiflett, Al. Reg. No. 21784, dated February 27, 2003.

MORTGAGOR CERTIFIES THAT THE ABOVE DESCRIBED PROPERTY CONSTITUTES NO PART OF HIS PRESENT MARITAL HOMESTEAD.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto second party, and to the successors and assigns of second party, in fee simple forever.

And the said first party represents to and covenants with second party that first party is seized of an indefeasible estate in fee simple, in and to the above descried property, and has a good right to sell or mortgage the same; that the said property is free of any and all liens, taxes and encumbrances whatsoever; and that the first party will warranty and forever defend second party, and the successors and assigns of second party, in the quiet and peaceable possession of the same against the lawful claims or demands of any persons, whomsoever.

THIS CONVEYANCE IS MADE UPON THE FOLLOWING TERMS, STIPULATIONS AND CONDITIONS, NAMELY:

1. The first party agrees to pay all taxes and improvement assessments against the above described property within thirty days after the same become due, and an attorney's fee for examining the title to the above described property and for the preparation of this mortgage.
2. If an attorney is employed to foreclose this mortgage, or to enforce any of the provisions of this mortgage, either before or after court proceedings are commenced involving this property, or to collect this debt or any part thereof; for the purpose of defending the title to the above described property, or to obtain possession of the same after foreclosure; then, in either or all of such events, first party agrees to pay such reasonable attorney's fees, as may be incurred by second party, or the assigns or successors of second party, for such services, and the amount of such attorney's fees shall become a part of this mortgage debt and may be secured hereby and these provisions shall apply to any proceedings in any state, bankruptcy or other court, as well as under the power of sale hereinafter set forth.

3. It is expressly understood and agreed between the parties hereto, the second party, or the successors and assigns of second party may bid at any sale held under the provisions of this mortgage, through court proceedings or otherwise, as fully and legally as if strangers to this instrument, and in the event of such purchase, the auctioneer crying the sale is hereby duly authorized and empowered to execute a deed to such purchaser conveying the legal and equitable title to said property, such deed to be made as agent or attorney in fact for first party.
4. The first party agrees to keep any building on the above described property insured by some reasonable insurance company, for the amount of the principal debt hereby secured, or in such amount, if less, as the said buildings will bear with loss, if any, payable to second party, as the interest of second party, or assigns, may appear, under the New York Standard or Union loss clause, the insurance when collected to be credited on the debt hereby secured or to be used in rebuilding the buildings destroyed, at the option of the second party; all policies to be delivered to the second party.
5. It is expressly understood and agreed between the parties hereto, that if first party shall fail to pay the taxes or improvement assessments as above provided, or fail to take out the insurance as above stipulated, then in either event, it is optional with second party to pay such taxes and take out such insurance, and the amounts so expended by second party shall become a part of this mortgage debt and bear interest at the legal rate until paid.
6. This mortgage, in addition to the above described note(s), shall also secure the payment of any and all renewals and/or extensions of said note(s) and of any future advances hereafter made by second party to first party and other debts which may be due, owing or payable by first party to second party before the cancellation or foreclosure of this mortgage.
7. The first party agrees to properly care for said property and all improvements thereon and not commit waste, cut, remove or damage timber or improvements or allow waste to be committed or timber or improvements to be cut, removed or damaged. In the event this covenant is breached, first party agrees to pay all cost and expenses, including reasonable attorney's fees, incurred by second party in investigating such violation and in protecting this security.
8. It is agreed and understood that in the event the said first party should sell said property during the life of this mortgage, without first obtaining the written consent of the second party, the entire indebtedness then secured by this mortgage shall become immediately due and payable and in default, and the said second party is thereupon authorized and empowered to foreclose this mortgage under the powers contained herein and in the manner herein provided for.
9. Unless otherwise stipulated therein, the use of the singular shall include the plural and the use of the plural shall include the singular when referring to any of the parties set out in the mortgage.
10. If homestead property, the borrower(s) hereby waive all rights of homestead exemption in the property.

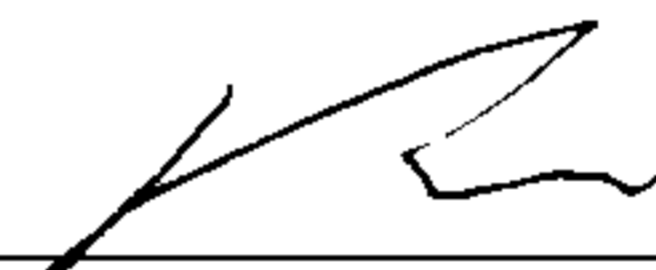
If first party shall well and truly keep and perform all of the covenants, stipulations and agreements herein contained by the first party to be kept and performed, and shall pay the above described Note(s), and any and all renewals and/or extensions of said note(s) and all future advances and other debts owed by the first party to second party when they respectively mature, then this conveyance shall be null and void; but if first party shall fail to keep and perform any one of such covenants, stipulations and conditions or fail to pay any one of the above described notes, or of any renewal and/or extensions of said note(s) or any part thereof or any future advances or other debt due and payable by first party to second party, when the same respectively mature, then and in either one or all such events, second party has the right to declare the entire mortgage debt due and payable at once, and this mortgage shall be subject to foreclosure; and second party or the assigns, agents or attorneys of second party are authorized and empowered to take possession of the above described property, and either

with or without possession, to sell the above described property at public auction to the highest bidder for cash, within the legal hours of sale, after first giving notice of the time, place and terms of said, such sale to be held in front of the courthouse door, Chilton County, Alabama; which notice shall be given by weekly insertion, once a week for three consecutive weeks before the day of sale, in any newspaper published in the county last named, and the proceeds of such sale shall be applied as follows:

- a. To the expenses of advertising, conveying and conducting said sale, including a reasonable attorney's fees;
- b. To the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest to the day of sale;
- c. To the payment of all sums secured by this security instrument, with interest thereon to the day of sale;
- d. The surplus, if any, to the person or persons legally entitled to it.

It is expressly understood and agreed between the parties hereto that any irregularity in giving notice, or in conducting the same as above provided, shall not affect the title of the purchaser at such sale, but any such irregularity is hereby expressly waived by the first party.

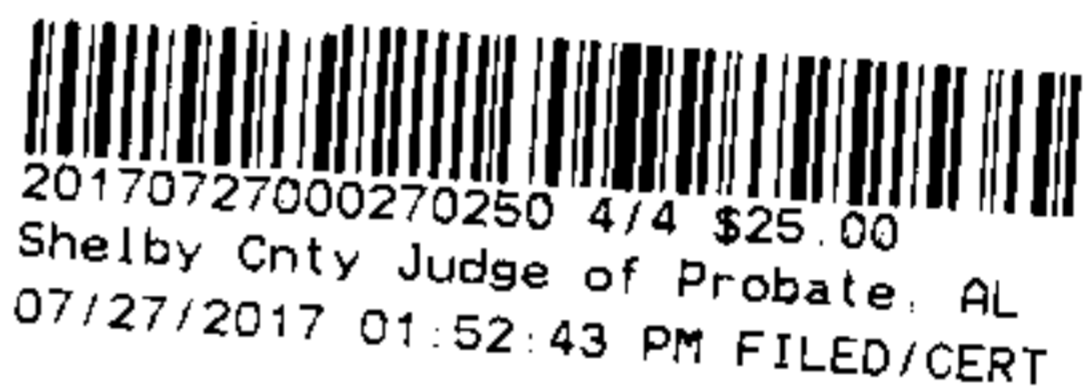
IN WITNESS WHEREOF, the first party signs and seals this instrument on the day and in the year first hereinabove written.



Bruce Thomas Cuthbert

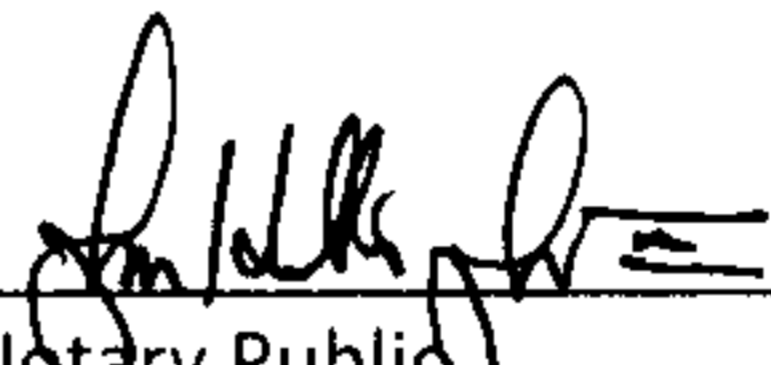
STATE OF ALABAMA

CHILTON COUNTY

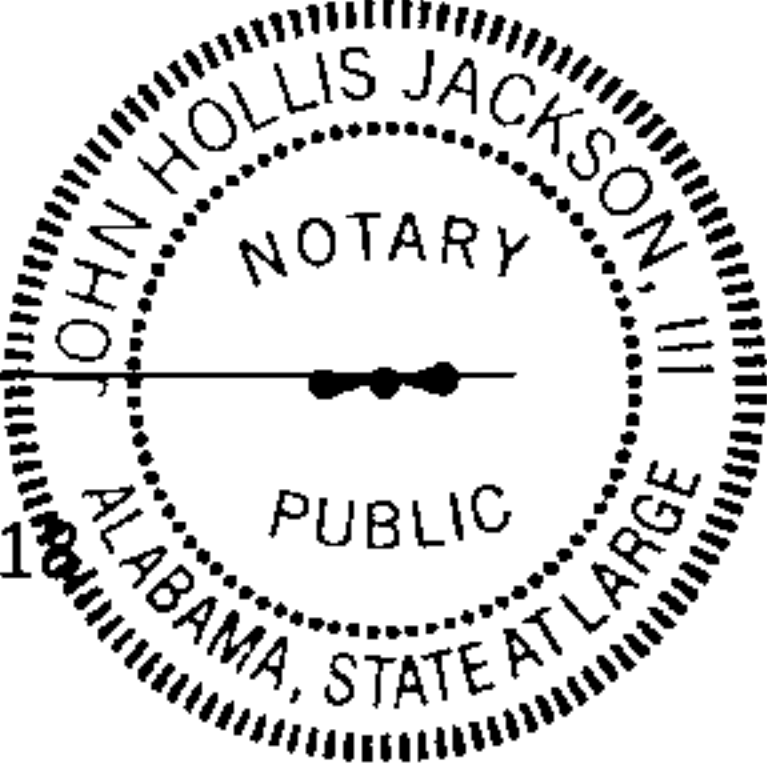


I, John Hollis Jackson, III, a Notary Public in and for said County, in said State, do hereby certify that Bruce Thomas Cuthbert, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 4th day of May, 2017.



Notary Public
My commission expires 3/24/18




Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: **Marion Bank and Trust Company** NMLSR ID: 433895

Individual: **Bradley L. Jackson** NMLSR ID: 656403

Initial



Initial