

THIS INSTRUMENT PREPARED BY:

NAME: John L. Cole, Attorney
1117 South 14th Street
 ADDRESS: Birmingham, Alabama 35205

19810826000092370 Pg 1/2 .00
 Shelby Cnty Judge of Probate, AL
 08/26/1981 00:00:00 FILED/CERTIFIED

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

152

State of Alabama

SHELBY

COUNTY

~~Know~~ All Men By These Presents, that whereas the undersigned
 justly indebted to Ralph F. Noble and wife, Mary B. Noble
University Credit Union, a corporation
 in the sum of Twenty Six Thousand One Hundred Thirty Seven & 35/100-(\$26,137.35)
Dollars
 evidenced by one promissory note of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
 the same falls due,

~~Note~~ Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
 maturity, the undersigned, Ralph F. Noble and wife, Mary B. Noble
 do, or does, hereby grant, bargain, sell and convey unto the said University Credit Union, a corporation

414 PAGE 992 (hereinafter called Mortgagee) the following described real property situated in

Shelby

County, Alabama, to-wit:

Lot 3, in Block 4, according to the Survey of Cherokee Hills, as
 recorded in Map Book 5, page 3, in the Office of the Judge of
 Probate of Shelby County, Alabama.

BOOK This mortgage is secondary to that certain mortgage from Ralph F. Noble
 and wife, Mary B. Noble to Jefferson Federal Savings and Loan Association
 of Birmingham in Mortgage Book 370, page 412, Shelby County, Alabama. In
 the event this hereinabove mortgage is declared in default, the University
 Credit Union or its successors or assigns shall have a right to declare
 this mortgage to University Credit Union in full and demand full payment
 of same.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing
 the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,
 and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said
 indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning
 and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said
 Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
 collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
 sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
 by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
 gagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any
 part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-
 dangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any
 statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form
 and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on
 which such statement is based, 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 Mort-
 gagee 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, in some newspaper pub-
 lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court
 House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

John L. Cole

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 25th day of August

19 81

WITNESSES:

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

Rec. 3.00
Ind. 1.00

4.00 1981 AUG 26 AM 8:37

Ralph F. Noble (Seal)
Ralph F. Noble

Mary B. Noble (Seal)

Mary B. Noble (Seal)

Thomas A. Snowden, Jr. (Seal)
JUDGE OF PROBATE

NO TAX COLLECTED

BOOK 414 PAGE 993

STATE OF ALABAMA

General Acknowledgement

JEFFERSON

County

I, the undersigned, JOHN L. COLE

, a Notary Public in and for said County in said State.

hereby certify that Ralph F. Noble and wife, Mary B. Noble

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being in-

formed 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 25th day of August

19 81

Notary Public.

STATE OF

COUNTY OF

Corporate Acknowledgement

I, said State, hereby certify that
whose name as President 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

a Notary Public in and for said County, in

Given under my hand and official seal, this the

day of

, 19

Notary Public

81159

John L. Cole, Atty.
1117 South 14th Street
B'ham, Ala. 35205

Return to

Ralph F. Noble and wife,

Mary B. Noble

TO

University Credit Union,

a corporation

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama