

NAME: Mildred M. Shaffield - Sloss Federal Credit Union
2725 35th Avenue, North
ADDRESS: Birmingham, Ala 35207

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

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Nat M. Barker and wife, Louise E. Barker justly indebted to Sloss Federal Credit Union in the sum of Fifteen thousand eight hundred two and 77/100 dollars (\$15,802.77) evidenced by one promissory note for that amount bearing even date herewith, bearing interest at the rate and payable as therein set forth

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

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Nat M. Barker and wife, Louise E. Barker do, or does, hereby grant, bargain, sell and convey unto the said Sloss Federal Credit Union (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

As per Exhibit "A" attached hereto and made a part hereof

NON ASSUMPTION CLAUSE: If all or any part of the property or an interest therein is sold or transferred by the undersigned without the mortgagee's prior written consent, the mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable and this mortgage shall be subject to foreclosure as further provided by this mortgage

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, assessments 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 Mortgagee 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 endangered 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 Mortgagee 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 published 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-

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 26 day of April

19 83

WITNESSES:

Nat M. Barker (Seal)
Nat M. Barker

Louise E. Barker (Seal)
Louise E. Barker

____ (Seal)

STATE OF Alabama

Jefferson County

General Acknowledgement

I, the undersigned,

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

hereby certify that Nat M. Barker and wife, Louise E. Barker

whose names 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 26 day of April

19 83

My commission expires 7/22/84

J. Dennis Burch Notary Public

STATE OF

COUNTY OF

Corporate Acknowledgement

I,

a Notary Public in and for said County in

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.

Given under my hand and official seal, this the

day of

, 19

Notary Public

Return to
Sloss Federal Credit Union
2725 35th Ave No
Birmingham, Ala 35207

Nat M. Barker and wife,

Louise E. Barker

TO

Sloss Federal Credit Union

MORTGAGE

Shelby
Alabama

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

SCHEDULE A cont'd.

LEGAL DESCRIPTION:

All that part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 8, Township 20, Range 1 West, which lies South of the paved County Road. THERE IS EXCEPTED from the conveyance, the following described property or such portion thereof as is situated in the above described property, to-wit: Commence at the NE corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 8, Tp. 20, R 1 W; thence run West along North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 318.97 feet; thence turn an angle of 35 deg. 23' to the left and run a distance of 87.62 feet; to the point of beginning; thence turn an angle of 95 deg. 02' to the left and run a distance of 351.71 feet; thence turn an angle of 109 deg. 38' to the right and run a distance of 415.11 feet; thence turn an angle of 14 deg. 00' to the left and run a distance of 288.21 feet; thence turn an angle of 5 deg. 00' to the left and run a distance of 122.42 feet; thence turn an angle of 8 deg. 26' to the right and run a distance of 144.40 feet; thence turn an angle of 5 deg. 08' to the left and run a distance of 246.82 feet; thence turn an angle of 4 deg. 00' to the right and run a distance of 156.62 feet; thence turn an angle of 9 deg. 02' to the right and run a distance of 164.15 feet; thence turn an angle of 82 deg. 05' to the right and run a distance of 397.85 feet to the centerline of a paved county Hwy; thence turn an angle of 85 deg. 41' to the right and along the centerline a distance of 745.00 feet; thence turn an angle of 16 deg. 12' to the right and run along the centerline a distance of 571.60 feet; thence turn an angle of 9 deg. 07' to the left and run a distance of 167.85 feet; thence turn an angle of 78 deg. 11' to the right and a distance of 40.00 feet to point of beginning of said exception, Less R.O.W. of County Hwy., across North side of tract, Situated in S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 8, Tp. 20 S, R 1 W.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 MAY 31 AM 10:17

Rec 450
Ind. 100
550

Thomas A. Saunders, Jr.
JUDGE OF PROBATE