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This instrument was prepared by

(Name) DOUGLAS L. KEY, ATTORNEY AT LAW

2100 11th Avenue North

(Address)....Birmingham, Alabama 35234

MORTGAGE LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

/ James W. Coleman, Jr. and wife, Rena A. Coleman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

APCO EMPLOYEES CREDIT UNION

(\$ 23,000.00), evidenced by one promissory installment note bearing even date herewith with interest at the rate of 14.4 percent per annum from date and payable in 144 monthly installments of \$336.40 each, the first installment being due and payable on January 31, 1985, after date hereof, and one such remaining installment shall be due on the same day of month thereafter until the entire indebtedness evidenced hereby shall have been paid in full.

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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,

James W. Coleman, Jr. and wife, Rena A. Coleman

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby A parcel of land situated in the East One-half of Section 14, Township 19 County, State of Alabama, to-wit: South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being .: more particularly described as follows: Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said section; thence in a Westerly direction, along and with the South line of said quarter-quarter section, 285.27 feet to the point of beginning; thence with a deflection of 92 deg. 12 min. 06 sec. left, 586.48 feet to the Northerly right-of-way margin of Shelby County Highway 14, said right-of-way lying in a curve to the left, said curve having a central angle of 8 deg. 00 min. 34 sec. and a radius of 1082.00 feet; thence with a deflection of 97 deg. 24 min. 55 sec. right, to chord, and along the arc of said curve $151.2\overline{5}$ feet to a point; thence with a deflection of 82 deg. 34 min. 56 sec., right, leaving said right-of-way margin, 572.74 feet to a point; thence with a deflection of 87 deg. 47 min. 46 sec. left, 100.00 feet to a point; thence with a deflection of 87 deg. 47 min. 46 sec. right, 676.58 feet to a point on Sunny Meadows Second Sector; thence with a deflection of 92 deg. 16 min. 48 sec. right, along and with said subdivision, 537.37 feet to a point; thence with a deflection of 142 deg. 33 min. 11 sec. right, 351.27 feet to a point; thence with a deflection of 54 deg. 50 min. 00 sec. left, 462.50 feet to the point of beginning. According to survey of Jerry Oakley Peery, AL. L.S. 12697, dated December 22, 1984.

THIS IS A PURCHASE MONEY MORTGAGE.

NON ASSUMPTION AND TRANSFER CLAUSE: If all or any part of the property or an interest therein is sold or transferred by Borrower(s) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this mortgage to be immediately due and payable and subject to any remedies as outlined herein.

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

Douglas Key

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 weck 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 James W. Coleman, Jr. and wife, Rena A. Coleman . 1984 . Desember 315t day of have hereunto set their signature S and seal, this Page 340 INSTRU 600 **JEFFERSON** COUNTY , a Notary Public in and for said County, in said State, the undersigned I, James W. Coleman, Jr. and wife, Rena A. Coleman hereby certify that whose name 5 signed to the foregoing conveyance, and who known to me acknowledged before me on this day, are that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. . 19 84. December 31st Given under my hand and official seal this day 91 Notary Public. THE STATE of COUNTY , a Notary Public in and for said County, in said State, I, hereby certify that whose name as 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. , 19 day of Given under my band and official seal, this the Notary Public

DOUGLAS KEY, ATTORNEY
2100 - 11TH AVENUE NORTH
BERMINGHAM, AL 25234

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Return to:

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MORTGAGE

DEED

This form furnished by

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