

(Name) Alabama Federal Savings and Loan Association

(Address) P.O. BOX 59465 BIRMINGHAM, ALABAMA 35259-9465

STATE OF ALABAMA
COUNTY JEFFERSON

3012
KNOW ALL MEN BY THESE PRESENTS: That Whereas,

WILLIAM R. LYBRAND AND WIFE FAYE LYBRAND

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Alabama Federal Savings and Loan Association

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY SIX THOUSAND ONE HUNDRED TWENTY SIX AND 99/CENTS----- Dollars (\$ 26,126.99), evidenced by one promissory note of even date herewith, bearing interest from date and at the rate therein provided and which said indebtedness is payable in the manner as provided in said note, and the said note forming a part of this instrument

NOTE OF EVEN DATE PAYABLE IN ONE HUNDRED EIGHTY (180) EQUAL SUCCESSIVE MONTHLY INSTALLMENTS OF \$308.25 BEGINNING MAY 2, 1986 AND CONTINUING ON THE 2ND OF EACH MONTH UNTIL PAID IN FULL.

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,

WILLIAM R. LYBRAND AND WIFE, FAYE LYBRAND

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

Commence at the Northeast corner of the S½ of the NW¼ of the NW¼ of Section 22, Township 19 South, Range 1 East, thence run West along the North line of said ¼-¼-¼ section, a distance of 403.36 feet to the East right of way line of Shelby County Highway No. 55; thence turn an angle of 74° 46' 12" to the left and run along said Highway right of way a distance of 486.25 feet to the point of beginning; from said point of beginning turn 180°, and run in a Northeasterly direction along the East boundary line of said County Highway No. 55, 20 feet to a point; thence turn to the right 95° 20' 02" and run in a Southeasterly direction parallel to the North line of that certain lot conveyed from Roy J. Underwood and wife, to William R. Lybrand and wife, which is recorded in Deed Book 354, Page 772, in the Probate Office of Shelby County; proceed along said course 209.16 feet to a point thence turn to the right and run in a Southwesterly direction 20 feet to the Northeast corner of that certain lot conveyed from Roy J. Underwood and wife, to William R. Lybrand and wife, that is set out hereinabove; thence turn to the right and run along the North line of said Lybrand Property 209.16 feet to the point of beginning of the lot herein conveyed. Said land being in and being part of the S½ of the NW¼ of the NW¼ of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama.

In the event of sale or transfer of title to the premises described in this mortgage without the prior consent of Alabama Federal Savings and Loan Association the principal sum due upon the note secured by this mortgage, at the option of the holder hereof, shall immediately become due and payable without notice or demand, such notice or demand being expressly waived.

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

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BOOK
Ruff Sells

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.

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 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 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 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

WILLIAM R. LYBRAND AND WIFE, FAYE LYBRAND

have hereunto set THIER signature 's and seal, this 28th day of MARCH 1986

1. Deed Tax \$	<u>William R. Lybrand</u>	(SEAL)
2. Mtg. Tax	<u>34.30</u>	(SEAL)
3. Recording Fee	<u>5.00</u>	(SEAL)
4. Indexing Fee	<u>1.00</u>	(SEAL)
TOTAL	<u>45.30</u>	

STATE OF ALABAMA, COUNTY OF
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 APR -4 AM 9:42

THE STATE of ALABAMA }
JEFFERSON ALE COUNTY

I, BARBARA LINDA HOLMES, a Notary Public in for for said County, in said State, hereby certify that WILLIAM R. LYBRAND AND WIFE, FAYE LYBRAND

whose name's 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 executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 28th day of MARCH 1986

Barbara Linda Holmes Notary Public

THE STATE of }
COUNTY

My Commission Expires 12/31/87

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as 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 such 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:
Alabama Federal Savings & Loan Association
P.O. BOX 59465
BIRMINGHAM, ALABAMA 35259-9465

ALABAMA FEDERAL SAVINGS & LOAN
2421 6th Ave., S.E., Suite 713
BIRMINGHAM, ALABAMA 35203

MORTGAGE

WILLIAM R. LYBRAND
FAYE LYBRAND
P.O. BOX 72
WESTOVER, ALABAMA 35185

TO

ALABAMA FEDERAL SAVINGS AND LOAN
P.O. BOX 59465
BIRMINGHAM, ALABAMA 35185