

This form furnished by: **Cahaba Title, Inc.** 988-5600

This instrument was prepared by:

(Name) DOUGLAS L. KEY, ATTORNEY
 (Address) 2100 11th Avenue North
Birmingham, AL 35234

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Larry McGinnis and wife, Sherry E. McGinnis
 (hereinafter called "Mortgagors", whether one or more) are justly indebted to
 APCO EMPLOYEES CREDIT UNION

(hereinafter called "Mortgagee", whether one or more), in the sum
 of Forty Four Thousand Eight Hundred and no/100----- Dollars
 (\$ 44,800.00), evidenced by one promissory installment note bearing even date
 herewith with interest at the rate of 10.2 percent per annum from date
 and payable in 179 monthly installments of \$487.14 each, and one final
 installment of \$485.42, the first installment being due and payable on
 June 11, 1987, after date hereof, and one such remaining installment
 shall be due on the same day of month thereafter until the entire indebted-
 ness evidenced hereby shall have been fully paid.

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,

Larry McGinnis and wife, Sherry E. McGinnis

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

THIS IS A FIRST 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.

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

BOOK 131 PAGE 436

To Have and to Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; a 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 sums 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 the 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 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 Larry McGinnis and wife, Sherry E. McGinnis

have hereunto set their signatures

and seal, this

12th day of

May

, 19 87.

Larry McGinnis
LARRY MCGINNIS

(SEAL)

Sherry E. McGinnis
SHERRY E. MCGINNIS

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
JEFFERSON

COUNTY }

I, the undersigned

, a Notary Public in and for said County, in said state,

hereby certify that Larry McGinnis and wife, Sherry E. McGinnis

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

12th day of

May

, 1987.

William Earl Linnard

Notary Public

THE STATE of

COUNTY }

I, hereby certify that

a Notary Public in and for said county, in said State,

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

day of

, 19

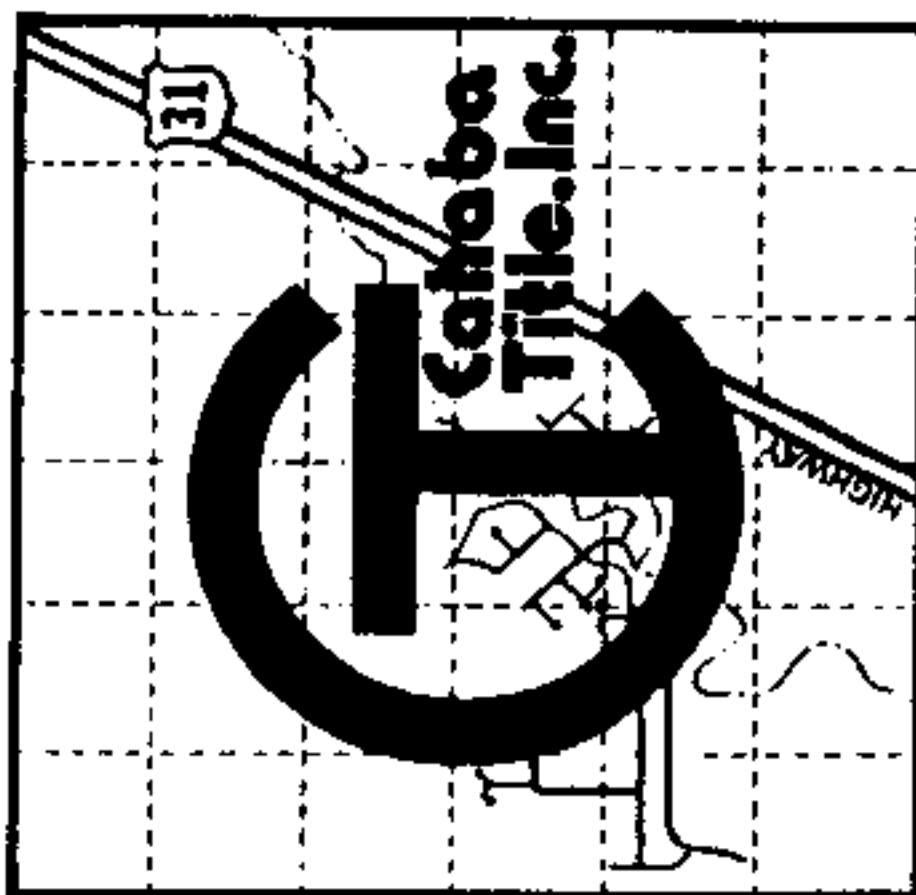
Notary Public

Return to:
DOUGLAS KEY, ATTORNEY
2100 - 11TH AVENUE NORTH
BIRMINGHAM, AL 35234

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
LOCATED IN RIVERCHASE

EXHIBIT "A"

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 2 East, Shelby County, Alabama and run Easterly along the South line of said 1/4-1/4 a distance of 140.0 feet to the point of beginning of the property being described; thence continue along last course a distance of 150.0 feet to point; thence turn 90 deg. 00 min. left and run Northerly 100.0 feet to a point; thence turn left an angle of 90 deg. 00 min. and run Westerly 150.0 feet to a point; thence turn 90 deg. 00 min. left and run Southerly 100.0 feet to the point of beginning.

There is attendant to this property an access easement for ingress and egress and the construction of required utility lines. Said easement is 20 feet in width and described as: Commence at the SW corner of the SE 1/4 of the SW 1/4, Section 27, Township 19 South, Range 2 East, Shelby County, Alabama and run Easterly along the South line of said 1/4-1/4 a distance of 29.98 feet to the point of beginning of the Easement being described; thence continue along last described course a distance of 111.02 feet to a point; thence turn 90 deg. 00 min. left and run Northerly 20.0 feet to a point; thence turn 90 deg. 00 min. left and run Westerly a distance of 111.02 feet to a point on the East right of way line of Shelby County Highway No. 497, thence turn 90 deg. 00 min. left and run Southerly 20.0 feet to the point of beginning.

ALL being situated in Shelby County, Alabama.'

1. Poll Tax	
2. Mortgage	<i>Exempt</i>
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>8.50</u>

STATE OF ALA. SHELBY CO.
1 DEPT. OF REVENUE
INSTRUMENT NO. 111

1987 MAY 20 PM 1:23

Thomas J. Henderson, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED