

2086

This instrument was prepared by Sheri S. Parker

(Name) First Federal of Alabama, F.S.B.

(Address) 1209 Montgomery Highway, Birmingham, Alabama 35216

Form 1-1-22 Rev. 1-55 ~~BOOK 142 PAGE 826~~ First Federal of Alabama, F.S.B.

MORTGAGE
STATE OF ALABAMA
COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Hemingway Properties, Incorporated

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

~~First Federal of Alabama, F.S.B.~~
First Federal of Alabama, F.S.B.

(hereinafter called "Mortgagee", whether one or more), in the sum _____ Dollars

of One Hundred Fifty Five Thousand Dollars and 00/100—
(\$ 155,000.00), 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.

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, Hemingway Properties, Incorporated

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:

Lot 1303, according to the survey of Riverchase Country Club Twenty-First Addition Residential Subdivision, as recorded in Map Book 9, Page 88 in the Office of the Judge of Probate of Shelby County, Alabama.

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First General Service(s) Corporation
P. O. Box 20198
Birmingham, Alabama 35216

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

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 Mortgagee 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 Charles G. Hopkins, a married man

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I have hereunto set his signature

and seal, this 23rd day of July

, 19 87

Charles G. Hopkins
Charles G. Hopkins

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BOOK

THE STATE of

COUNTY

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

I,
hereby certify that

whose name signed to the foregoing conveyance, and who
that being informed of the contents of the conveyance
Given under my hand and official seal this

known to me acknowledged before me on this day,
executed the same voluntarily on the day the same bears date.
day of , 19
Notary Public.

THE STATE of Alabama

Jefferson COUNTY

I, Sheri S. Parker

hereby certify that Charles G. Hopkins, a married man

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

whose name as President of Hemingway Properties, Incorporated
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

23rd day of July

, 19 87

Sheri S. Parker
Notary Public

My Commission expires: 8/16/89

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

FIRST FEDERAL SAVINGS &
LOAN ASSOC. OF ALABAMA

P. O. BOX 1388

JASPER, ALABAMA 35502-1388

FIRST FEDERAL OF ALABAMA, F.S.B.
~~FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA~~
~~2100 PONTIAC BLVD., SUITE 100, BIRMINGHAM, ALABAMA 35201~~

CONSTRUCTION LOAN SECURITY INSTRUMENT RIDER

This Construction Loan Security Instrument Rider (RIDER) is made this 23rd day of July, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (SECURITY INSTRUMENT) dated an even date herewith, given by the undersigned (BORROWER) to secure Borrower's Note to First Federal of Alabama, F.S.B. (LENDER) and covering the property described in said Security Instrument and located at Lot 1303, according to the survey of Riverchase Country Club, 21st Addition as recorded in Map Book 9, Page 88 in the Probate Office of Shelby County, Alabama.

In addition to the covenants and agreements made in said Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower agrees that the number of allowable requests for payment (draws) shall be N/A. Additional draws shall be granted solely at the option of the Lender.

Borrower promises to pay Lender consecutive monthly/quarterly interest payments on the outstanding principal balance on the First day of the month beginning August 1, 1987. Such payments of interest shall continue until January 1, 1988 when the entire principal amount outstanding and any accrued interest thereon shall become due and payable.

Borrower promises that upon any request for payment there shall be supporting waivers of lien fully completed on a form acceptable to the Lender. Lender has the right to withhold payment should said waiver(s) of lien be completed in an unacceptable manner or form.

Any provisions of said Security Instrument, or other instruments executed in connection with said indebtedness which are inconsistent with the foregoing provisions of this Rider, are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

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IN WITNESS WHEREOF, Borrower has executed this Construction Loan Security Instrument Rider.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUL 29 AM 8:18

Thomas A. Sandberg
JUDGE OF PROBATE

Hemingway Properties, Incorporated
Charles G. Hopkins
Charles G. Hopkins Borrower President

Borrower

Borrower

1. Deed Tax	\$	
2. Mfg. Tax		232.50
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		241.00