

MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)  
Deborah L. Bearden and Raymond R. Bearden, Jr. has become  
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter  
called Mortgagee), in the sum of Eight Thousand and No/100  
Dollars

evidenced by promissory note of even date herewith, payable to the order of the  
Mortgagee, with interest thereon from the date thereof according to the terms of the Note  
secured thereby; said principal and interest sum being payable according to the terms of  
said Note, and renewals and extensions thereof

and whereas the said Mortgagor is desirous of securing the prompt payment of said indebtedness with inter-  
est when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to  
secure the prompt payment of the same at maturity, and also to secure all further or additional indebtedness  
from the undersigned to the holder of said note at any time before the payment of the debt hereby secured

the said Mortgagor does hereby grant, bargain, sell and convey unto said Mortgagee the following described  
real property situated in Shelby County, State of Alabama, to-wit:

See Attachment "A"

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THIS INSTRUMENT PREPARED BY:  
Charles Andrew Thomure  
Charles Andrew Thomure

✓ Jeff. Fred.  
2/5-70.

said property is warranted free from all encumbrances and against any adverse claims.

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.

Deborah L. Bearden and Raymond R. Bearden, Jr.

this 25th day of February, 19 88

*Deborah L. Bearden* (SEAL)

*Raymond R. Bearden Jr.* (SEAL)

(SEAL)

(SEAL)

**COUNTY**

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

Given under my hand and official seal this 25th day of February, 19 80

RAW COMMISSION EXPIRES MARCH 5, 1991

**Notary Public.**

THE STATE of

**COUNTY**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**Notary Public**

Jefferson Federal Savings &  
Loan Association of Birmingham  
215 21st Street North  
Birmingham, Alabama 35203

Deborah L. Bearden and,  
Raymond R. Bearden, Jr.

# MORTGAGE DEED

ATTACHMENT "A"

Begin at the intersection of the South boundary of the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 22 South, Range 3 West with the Southeast boundary of Wooley Heights (as recorded in Deed Book 77 page 43 in the Shelby County Probate Office); thence in a North-easterly direction along said Southeast boundary of Wooley Heights 253.11 feet; thence turn 85 deg. 15 min. to the right in a South-easterly direction 250.00 feet; thence turn 94 deg. 45 min. to the right in a Southwesterly direction 232.34 feet, more or less, to the intersection with said South boundary; thence in a Westerly direction along said South boundary 252.57 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a right of way described as follows:  
Begin at the intersection of the South boundary of the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 22 South, Range 3 West, with the Southeast boundary of Wooley Heights (as recorded in Deed Book 77 page 43 in the Shelby County Probate Office); thence in an Easterly direction along said South boundary 252.57 feet to the point of beginning of the right of way herein described; thence continue Easterly along said South boundary 349.61 feet; thence turn 95 deg. 52 min. to the left in a Northerly direction 63.19 feet; thence turn 90 deg. 40 min. to the right in an Easterly direction 125.29 feet; thence turn 20 deg. 27 min. to the right in a Southeasterly direction 26.92 feet to intersection with the West right of way boundary of Alabama Highway 119; thence turn 110 deg. 27 min. to the left in a Northerly direction along said West boundary 35.00 feet; thence turn 90 deg. 00 min. to the left in a Westerly direction 175.00 feet; thence turn 90 deg. 40 min. to the left in a Southerly direction 60.92 feet; thence turn 95 deg. 52 min. to the right in a Westerly direction 342.88 feet; thence turn 80 deg. 33 min. to the left in a Southwesterly direction 25.34 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 MAR -1 AM 8:37

*Thomas A. Standen, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax		<u>12.00</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>20.50</u>

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