ORTGAGE				····	
ORTGAGE	<u> </u>	_ <del>_</del> -	<u></u>	<u> </u>	
FATE OF ALABAMA	}		:		
ELBY COUNTY	.}				
now All Men By These Presentation				fter called M	ortgagor) ecome
ustly indebted to JEFFE				TION OF BIRM	INGHAM (herein
alled Mortgagee), in the	<b>e sum of</b> Eigh	ht Thousan	d and No/100		
					Dollars
videnced by promissory					<del></del>
ecured thereby; said praid Note, and renewals	and extention	ncerest su s thereof	n perug bayante	according (	O file ferms o
nd whereas the said Mortga st when the same falls due,	RIMIII THE BUDGE	4166. IN 1.	1 11N X 1 1 PM. IS AS 1 1 L 1 N	further or add	litional indebtedn
47 A	E INA RAWA AT THE	ATHVITH ANA	also to secure an		
ecure the prompt payment or roin the undersigned to the	E INA RAWA AT THE	ATHVITH ANA	time before the pa	ayment of the	debt hereby secu
ecure the prompt payment or roin the undersigned to the	f the same at many holder of said a	aturity, and note at any	time perore me pr	ayinchi or the	
ecure the prompt payment of room the undersigned to the he he said Mortgagor does here	f the same at mand holder of said a s	aturity, and note at any	convey unto said	Mortgagee the	following descri
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THIS INSTRUMENT PREPARED BY:

Charles Andrew Thomure

Jegg- Fred no.

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

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 Mortgages 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

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

	Ramas R. Be	JE (SEAI
	•	(SEA)
	**************************************	(SEAI
THE STATE of Alabama Shelby COUNTY		
I. Charles Andrew Thomure	, a Notary Public in and	for said County, in said Stat
ereby certify that Deborah L. Bearden and Raym	ond R. Bearden, Jr.	
whose name S signed to the foregoing conveyance, and hat being informed of the contents of the conveyance had Given under my hand and official seal this		, 19 GD
	ala lande Selaman	Notary Public.
MAN COMMISSION EXPIRES MARCH 5, 1991	ula langlio Alome	Notary Public.
MAN COMMISSION EXPIRES MARCH 5, 1991	resoland some	for said County, in said Sta
THE STATE of COUNTY	resoland some	
THE STATE of  I,  dereby certify that  whose name as  corporation, is signed to the foregoing conveyance, and being informed of the contents of such conveyance, he, as	, a Notary Public in and	for said County, in said State
THE STATE of  I,  cereby certify that  whose name as	, a Notary Public in and	for said County, in said State

Birmingham Savings & 35203 and, North Birmingham, Alabama Bearden Bearden J. Jefferson Federal Loan Association 21st Street Return to: Deborah Raymond

MORTGAG

## ATTACHMENT "A"

Begin at the intersection of the South boundary of the Northeast

 $1/\overline{4}$  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 Northeasterly direction along said Southeast boundary of Wooley Heights 253.11 feet; thence turn 85 deg. 15 min. to the right in a Southeasterly 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 with the Southeast boundary of wooley height thence in an Easterly 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

> STATE OF ALA. SHELBY I CERTIFY THIS INSTRUMENT WAS FILL.

Shelby County, Alabama.

88 MAR -1 AH 8: 37

JUDGE OF PROBATE

1. Deed Tax 2. Mig. Tax 3. Recording Fee.

4. Indexing Fee 100 TOTAL