

This form furnished by: **Cahaba Title, Inc.**

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850

This instrument was prepared by:

(Name) DOUGLIAS L. KEY, ATTORNEY AT LAW

(Address) 2100 11th Avenue North

Birmingham, AL 35234

### MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Linda A. Marky, ~~an~~ unmarried woman, and Terea J. Smith, an unmarried woman,  
(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 Nine Thousand Six Hundred and no/100----- Dollars  
(\$ 49,600.00 ), evidenced by 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 \$539.40 each and one final  
installment of \$533.92, the first installment being due and payable on  
March 30, 1988, after date hereof, and one such remaining installment  
shall be due on the same day of month thereafter until the entire  
indebtedness 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,

Linda A. Marky, an unmarried woman, and Terea J. Smith, an unmarried woman,  
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 5, Block 4, according to the map and survey of Cahaba Valley Estates,  
Seventh Sector, as recorded in Map Book 6, Page 82, in the Office of the  
Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.  
Situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY 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.

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 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, for 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 Linda A. Marky, an unmarried woman, and Terea J. Smith, an unmarried woman,

have hereunto set their signature S and seal, this 29th day of February, 1988.  
Linda A. Marky (SEAL)  
Linda A. Marky  
Terea J. Smith (SEAL)  
Terea J. Smith (SEAL)

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 MAR 10 AM 11:09

BOOK THE STATE OF ALABAMA  
JEFFERSON

COUNTY }

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Linda A. Marky, an unmarried woman, and Terea J. Smith, an unmarried woman, 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 29th day of February, 1988

Alaine S. Hughes Notary Public  
my comm. expires 10/31/91

THE STATE of COUNTY }

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.

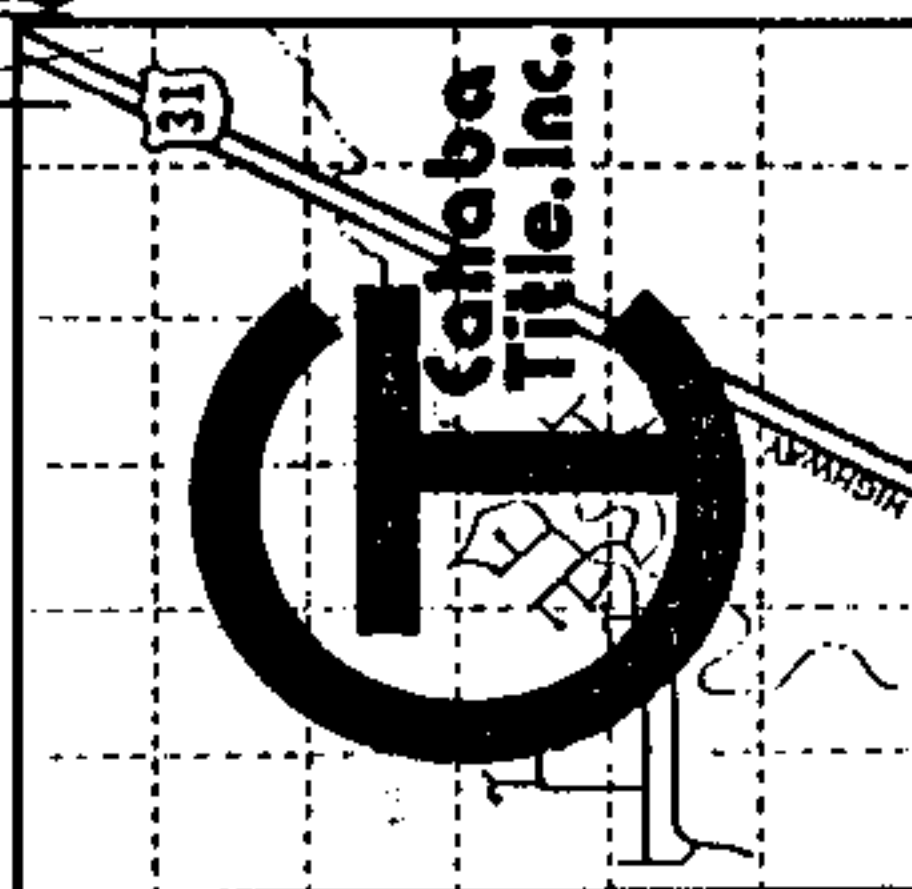
Given under my hand and official seal this day of 19 Notary Public

1. Deed Tax \$  
2. Mtg. Tax \$  
3. Recording Fee \$  
4. Indexing Fee \$

TOTAL 6.00

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

RIVERCHASE OFFICE  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988-5600  
EASTERN OFFICE  
213 Gadsden Highway, Suite 227  
Birmingham, Alabama 35235  
(205) 833-1571

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