

2456

(Address) 1209 Montgomery Highway, Birmingham, Alabama 35216

STATE OF ALABAMA  
COUNTY Jefferson

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Albert L. Weber & wife, Marilyn Weber

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

~~FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ALABAMA~~  
FIRST GENERAL LAND CORPORATION

(hereinafter called "Mortgages", whether one or more), in the sum of One Hundred Sixty Thousand Dollars and 00/100----- Dollars (\$ 160,000.00 ), evidenced by one promissory note of even date herewith, bearing interest from dat and at the rate therein provided and which said indebtness is payable in the manner as provided in said note, and the said note forming a part of this instrument.

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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, Albert L. Weber & wife, Marilyn Weber

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 FOR LEGAL DESCRIPTION

**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 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 Albert L. Weber & wife, Marilyn Weber

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have hereunto set their signature S and seal, this 21st day of March, 19 88  
Albert L. Weber (SEAL)  
Marilyn Weber (SEAL)  
Marilyn Weber (SEAL)  
(SEAL)

THE STATE of Alabama  
Jefferson COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Albert L. Weber & wife, Marilyn Weber

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 21st day of March, 19 88  
My Commission expires: Jimmy C. Maple, Notary Public.

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 the day of, 19  
Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

FIRST FEDERAL SAVINGS &  
LOAN ASSOC. OF ALABAMA  
P. O. BOX 1388  
JASPER, ALABAMA 35502-1388

LEGAL DESCRIPTION:

TRACT II:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Northwardly along the East line of said 1/4-1/4 for a distance of 590.48 feet to the point of beginning; thence continue along last described course for a distance of 745.18 feet to the Northeast corner of said 1/4-1/4 and the Southeast corner of proposed Lot 26 in the Second Phase of Chestnut Glenn; thence turn an angle to the left of 90 deg. 27' 38" and run Westerly along the North line of said 1/4-1/4 for a distance of 729.0 feet; thence turn an angle to the left of 42 deg. 43' 46" and run Southwesterly for a distance of 124.31 feet; thence turn an angle to the left of 46 deg. 43' 24" for a distance of 658.14 feet; thence turn an angle to the left of 90 deg. 21' 32" for a distance of 820.62 feet to the point of beginning.

SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR EGRESS AND INGRESS DESCRIBED AS FOLLOWS:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Northwardly along the East line of said Section 23 for a distance of 1335.67 feet to the Northeast corner of the SE 1/4 of the SE 1/4 of said Section; thence turn an angle to the left of 90 deg. 27' 38" and run Westwardly along said North line for a distance of 684.79 feet to the point of beginning of said easement; thence continue along last described course for a distance of 44.21 feet; thence turn an angle to the right of 90 deg. 32' 51" for a distance of 27.47 feet; thence turn an angle to the left of 133 deg. 16' 36" for a distance of 124.32 feet; thence turn an angle to the left of 46 deg. 43' 24" for a distance of 685.61 feet; thence turn an angle to the left of 90 deg. 21' 32" for a distance of 50 feet; thence turn an angle to the left of 89 deg. 38' 28" for a distance of 663.71 feet; thence turn an angle to the right of 46 deg. 43' 24" for a distance of 116.37 feet to the point of beginning. The above described right of way is common to Chestnut Lane, a proposed road in the 2nd Phase of Chestnut Glen.

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FIRST GENERAL LAND CORPORATION  
~~FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA~~  
~~812 West 4th Street, Mobile, Alabama 36604~~  
1209 Montgomery Highway  
Birmingham, Alabama 35216

### CONSTRUCTION LOAN SECURITY INSTRUMENT RIDER

This Construction Loan Security Instrument Rider (RIDER) is made this 21st day of March, 1988, 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 General Land Corporation (LENDER) ~~FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA~~ and covering the property described in said Security Instrument and located at See attached for legal description

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 April 1, 1988. Such payments of interest shall continue until September 21, 191988, 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.

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

Albert L. Weber  
Albert L. Weber Borrower  
Marilyn Weber  
Marilyn Weber Borrower  
\_\_\_\_\_  
Borrower

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 240.00  
3. Recording Fee 10.00  
4. Indexing Fee 1.00  
TOTAL 251.00