

MORTGAGE

1479

STATE OF ALABAMA
SHELBY COUNTY

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)
Thomas E. Hulsey and Nancy H. Hulsey has become
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter
called Mortgagee), in the sum of Four thousand one hundred nine and 80/100*****
*****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 Exhibit "A"

THIS INSTRUMENT PREPARED BY:
Andy Thomure

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

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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
Thomas E. Hulsey and Nancy H. Hulsey

have hereunto set their signature S and seal, this 10th day of May, 19 88
Thomas E. Hulsey (SEAL)
Nancy Hulsey (SEAL)
____ (SEAL)

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THE STATE of ALABAMA }
SHELBY COUNTY }
I, Charles Andrew Thomure, a Notary Public in and for said County, in said State,
hereby certify that Thomas E. Hulsey and Nancy H. Hulsey
whose name S 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 have executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 10th day of May, 19 88
MY COMMISSION EXPIRES MARCH 5, 1991 *Charles Andrew Thomure* 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:
Jefferson Federal Savings & Loan
Association of Birmingham
215 North 21st Street
Birmingham, Alabama 35203
TO
Thomas E. Hulsey and
Nancy H. Hulsey

MORTGAGE DEED

RE: Mortgage from Thomas E. Hulsey and wife, Nancy H. Hulsey to
Jefferson Federal Savings and Loan Association of Birmingham

" EXHIBIT A "

LEGAL DESCRIPTION

All that portion of the following described land situated in the South one-half of Fraction A, Section 12, Township 24, Range 12 East which lies south of what is called the Connecting Road between the Chilton County road and the Montevallo Montgomery road, which Connecting Road is a mailbox road, namely: Commence at the northeast corner of Section 12, Township 24, Range 12 East; thence south 2 degrees, 05 minutes East 648 feet; thence south 85 degrees, 25 minutes West 316.6 feet; thence south 2 degrees, west 495 feet; thence south 5 degrees, 20 minutes east 274 feet; thence south 3 degrees, 25 minutes east 210 feet; thence south 11 degrees, 05 minutes west 222.3 feet to a point on the northeast margin of the Montevallo and Montgomery Road (State Highway No. 155); thence south 48 degrees, 55 minutes east along the northeast margin of said road 348 feet to the west line of (Shelby County Highway No. 18); said line being the Chord of a Curve to the right having a radius of 5779.38 feet; thence an angle left of 110 degrees, 21 minutes, 49 seconds from tangent of Curve and run in a northeasterly direction along the Northwest line of said Shelby County Highway No. 18 a distance of 241.50 feet to the beginning of a Curve to the right, said Curve having a radius of 1185.92 feet and subtending a central angle of 1 degree, 40 minutes; thence run along the arc of said curve a distance of 34.50 feet to the Point of Beginning; thence an angle left of 157 degrees, 21 minutes, 44 seconds from tangent of curve and run northwesterly a distance of 36.90 feet; thence a deflection angle right of 69 degrees, 08 minutes, 14 seconds and run in a northwesterly direction a distance of 99.46 feet; thence an angle right of 6 degrees, 0 minutes, 49 seconds and run northwesterly a distance of 210.83 feet to a point on the South line of an unnamed paved Street; thence an angle right of 152 degrees, 11 minutes, 41 seconds to Chord of a Curve to the right; said Curve having a radius of 450.80 feet and subtending a central angle of 23 degrees, 56 minutes, 02 seconds; thence run along arc of said curve a distance of 188.31 feet; thence on tangent to Curve run in a Southeasterly direction a distance of 148.13 feet to the northwest line of Shelby County Highway No. 18; thence an angle right of 101 degrees, 33 minutes, 07 seconds to Chord of a Curve to the left; said Curve having a radius of 1185.92 feet and subtending a central angle of 3 degrees, 22 minutes, 25 seconds; thence run in a Southwesterly direction along the arc of said Curve a distance of 69.83 feet to the Point of Beginning. Parcel contains 0.5024 Acres.

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1. Deed Tax \$
2. Mtg. Tax 6.30
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 14.80

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

88 MAY 19 AM 11:34

JUDGE OF PROBATE

Thomas E. Hulsey
Nancy H. Hulsey