

MORTGAGE

STATE OF ALABAMA
Jefferson COUNTY

1819

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)
James E. Kelly and wife, Ruth S. Kelly has become
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter
called Mortgagee), in the sum of Fifty Thousand & 00/100
(\$50,000) 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:

A parcel of land situated in the Southwest Quarter of the
Northwest Quarter of Section 13, Township 20 South, Range 3 West,
Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest Corner of said quarter-quarter section;
thence run East along the South line for a distance of 552.40
feet to a point on the East right of way line of U. S. Highway
No. 31; thence run in a northeasterly direction along the East
right of way line of said U. S. Highway No. 31 for a distance of
1115.99 feet to an iron pin found at a point where the South
boundary line of Tract E intersects the East right of way line of
U. S. Highway No. 31, being the Southwest corner of Old Parcel 1,
as recorded in Deed 21, page 28, in the Office of the Judge of
Probate of Shelby County, Alabama, said point being the point of
beginning; thence continue along last stated course for a
distance of 335.49 feet to an iron pin found; thence turn an
angle to the right of 63 degrees 21 minutes 26 seconds and run in
an Easterly direction for a distance of 392.23 feet to an iron
pin set; thence turn an angle to the right of 90 degrees 04 minu-
tes 06 seconds and run in a Southerly direction for a distance of
299.96 feet to an iron pin set; thence turn an angle to the right
of 89 degrees 56 minutes 28 seconds and run in a Westerly direc-
tion for a distance of 542.31 feet to the point of beginning;
being situated in Shelby County, Alabama.

THIS INSTRUMENT PREPARED BY:

Jane S. Owenby

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 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 James E. Kelly and wife, Ruth S. Kelly

have hereunto set their signature s and seal, this 23rd day of September, 1988

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
88 SEP 27 PM 12:11
1. Dead Tax \$
2. Mtg Tax 75.00
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 81.00
JUDGE OF PROBATE
THE STATE of Alabama
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Kelly and wife, Ruth S. Kelly

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 have executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 23rd day of September, 1988
A. Christian 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: A. Christian
CONSUMER LOAN
JEFFERSON FEDERAL SAVINGS & LOAN ASSN.
115 NORTH 21ST STREET
BIRMINGHAM, ALABAMA 35203

MORTGAGE DEED
James E Kelly +
Ruth S Kelly
20-48-007737

28/10