

MORTGAGE

STATE OF ALABAMA
Shelby COUNTY

1286

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)
Thomas A. Haley, and wife, Linda Haley has become
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter
called Mortgagee), in the sum of (65,020.00) Sixty Three Thousand Twenty Dollars & No/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 extentions 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:

Legal Description: A parcel of land in the survey of Merry Fox Farms, as recorded in Map
Book 11, Page 12, in the Office of the Judge of Probate of Shelby
County, Alabama, described as follows: Begin at the Northwest corner
of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 21 South, Range 2
West, Shelby County, Alabama; thence run South along the West $\frac{1}{4}$ $\frac{1}{4}$
line 443.76 feet; thence turn left 87 deg. 11 min. 33 sec. and run
easterly 554.37 feet to the centerline of an unpaved public road;
thence turn left 87 deg. 06 min. 38 sec. and run northerly along said
centerline 110.00 feet; thence turn right 4 deg. 48 min. 42 sec. and
run northeasterly along said centerline 407.53 feet to the South
boundary line of Parcel referred to as "C" or "2" on said plat; thence
turn left 97 deg. 42 min. 04 sec. and leaving said road run westerly
641.79 feet along said south line; thence turn left 94 deg. 29 min. 17
sec. and run South 70.70 feet to the point of beginning. LESS AND EXCEPT
THE EASTERLY 30 feet of said property which is reserved as a
non-exclusive easement for ingress, egress, and utilities.

THIS INSTRUMENT PREPARED BY:

R. Lon Shelton

c/o Jefferson Federal Savings & Loan Assn.

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

have hereunto set their signature and seal, this 11th day of November, 19 88

[Signature] (SEAL)

[Signature] (SEAL)

..... (SEAL)

..... (SEAL)

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THE STATE of ALABAMA
SHELBY COUNTY }

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State,
hereby certify that THOMAS A. HALEY, AND WIFE, LINDA HALEY

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of November, 19 88

MY COMMISSION EXPIRES APRIL 11, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Annie L. Haynes 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
215 North 21st Street
Birmingham, Alabama 35203

TO

Consumer Loan Department

MORTGAGE DEED

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 NOV 21 AM 8:50

Thomas A. [Signature]
JUDGE OF PROBATE

1. Debt Tax \$
2. Mfg. Tax 97.65
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 103.65