Riverchase Office (205) 988-5600

Eastern Office (205) 833-1571

This instru	! nent was j	orepared	i by:	ATTORNEY		503
(Name)	DOUGL	AS L.	KEY.	ATTORNEY	TA_	LAW
(Address)	P. O.	Box.	360345	·		
	B'ham	AL	35236	<u></u>		

MORTGAGE

STATE OF ALABAMA SHELBY

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COUNTY KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William Derek Largin and wife, Starlet M. Largin

(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 Dollars

(\$40,000.00), evidenced by one promissory installment note bearing even date herewith with interest at the rate of 10.8 percent per annum from date and payable in 119 monthly installments of \$547.10 each, and one final installment of \$544.21, the first installment being due and payable on July 28, 1990, after date hereof, and one such remaining installment shall be due on the same day of month thereafter until the entire indebted—mess 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 hereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

William Derek Largin and wife, Starlet M. Largin

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

THIS IS A FIRST MORTGAGE.

William Derek Largin and Derek Largin is one and the same person.

Starlet M. Largin and Starr Largin is one and the same person.

NON ASSUMPTION AND TRANSFER CLAUSE:

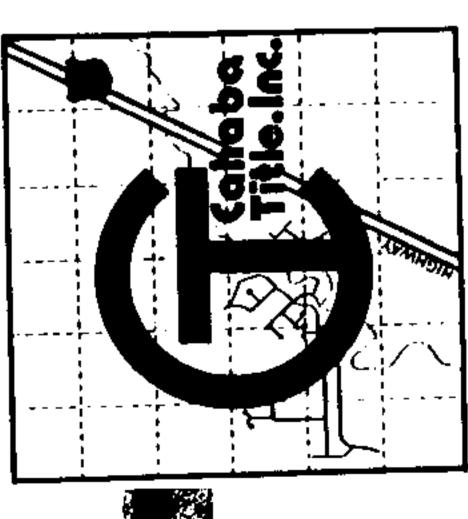
If all or any part of the property or an interest therein is sold or transferred by Borrower(s) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this mortgage to be immediately due and payable and subject to any remedies as outlined herein.

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 premis's, 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 Mortgagec, 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 monerty if the highest bidder therefor; and undersigned further agree to pay a

to a company of the Maid Naroby Section (GIC OF THE MOREPES W. C. WARRENCE
IN WITNESS WHEREOF the undersigned William De	rek Largin and wife, Starlet M. Largin
beare hereunto set their signature S and scal, t	this 28th day of June 1990.
me hereunto set their signature S and seal, t	William Berek Larger SEAL
	WILLIAM DEREK LARGIN
25	SEAL)
	STARLET M. LARGIN 0
HE STATE of ALABAMA JEFFERSON COUNTY	No. of Database and for said County in said state.
the undersigned	, a Notary Public in and for said County, in said state.
hereby certify that William Derek Largin a	and wife, Starlet M. Largin
being informed of the contents of the conveyance they Given under my hand and official seal this 28th MY COMMISSION EXPIRES: 10/31/91 THE STATE of	who are known to me acknowledged before me on this day, that executed the same voluntarily on the day the same bears date. day of
COUNTY	
1	a Notary Public in and for said county, in said State.
translate consider that	
hereby certify that	of, a corporation.
being informed of the contents of such conveyance, her as	is known to me acknowledged before me on this day, that 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
Chech ander my mane and arrest	Notary Public
	So 25 44 44 44 44 44 44 44 44 44 44 44 44 44

STATE OF ALABAMA COUNTY OF



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Birmingham, Alabama Phone (205) 988-5 213 Gadsden Highway. EASTER

Birmingham, Alabama 35235 (205) 833-1571

Return to:

EXHIBIT A

WILLIAM DEREK LARGIN AND WIFE, STARLET M. LARGIN

LEGAL DESCRIPTION:

PARCEL I:

COMMENCE AT THE NORTHEAST CORNER OF THE NE1/4 OF SE1/4 OF SECTION 27, TOWNSHIP 20, RANGE 1 EAST; THENCE RUN SOUTH ALONG EASTERLY LINE OF SAID 40 ACRES 131 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES WEST ALONG THE NORTH LINE OF GRANTORS' PROPERTY 954.4 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION 80 FEET; THENCE SOUTH 2 DEGREES 30 MINUTES EAST 576 FEET, TO THE NORTH LINE OF FOUR MILE ROAD; THENCE ALONG SAME IN A SOUTHEASTERLY DIRECTION 83 FEET, MORE OR LESS, TO A POINT; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF THE LOT HEREIN CONVEYED TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II:

TEN ACRES OFF THE SOUTH SIDE OF THE SE1/4 OF NE1/4 OF SECTION 27, TOWNSHIP 20, SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

ALSO, A PORTION OF THE NE1/4 OF SE1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID NE1/4 OF SE1/4; THENCE SOUTH 2 DEGREES 30 MINUTES EAST 131.0 FEET ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 1,034.4 FEET; THENCE RUN NORTH 131.0 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID 1/4-1/4 SECTION; THENCE NORTH 89 DEGREES 30 MINUTES EAST 1,034.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NPARCEL III:

COMMENCE AT THE NORTHEAST CORNER OF THE NE1/4 OF SE1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 1 EAST, AND RUN SOUTH 2 DEG. 30 MIN. EAST 131.0 FEET ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION; THEN RUN SOUTH 89 DEG. 30 MIN. WEST 1,034.4 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY GRANTOR TO GRANTEES BY DEED RECORDED IN REAL BOOK 58, PAGE 505, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THEN TURN RIGHT AND RUN NORTH 131.0 FEET, MORE OR LESS, TO THE NORTH SIDE OF SAID 1/4-1/4 SECTION; THEN TURN LEFT AND RUN WEST 76 FEET ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION; THEN TURN LEFT AND RUN SOUTH 707 FEET, MORE OR LESS, TO THE NORTH LINE OF FOUR MILE ROAD; THEN TURN LEFT AND RUN SOUTHEASTERLY 76 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LAND CONVEYED TO GRANTEES BY DEED RECORDED IN DEED BOOK 356, PAGE 217, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THEN TURN LEFT AND RUN NORTH 576 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

