

THIS INSTRUMENT WAS PREPARED BY:

Leonard C. Tillman, Esq.  
Balch & Bingham  
P.O. Box 306  
Birmingham, Alabama 35201

ADDRESS OF ASSIGNEE:

Central Bank of the South, as Trustee under  
Trust Indenture dated as of July 1, 1991 with  
Alabama Housing Finance Authority  
701 South 32nd Street  
Birmingham, Alabama 35233

STATE OF ALABAMA )

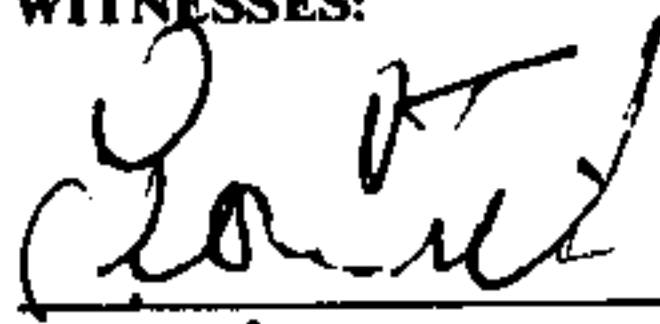
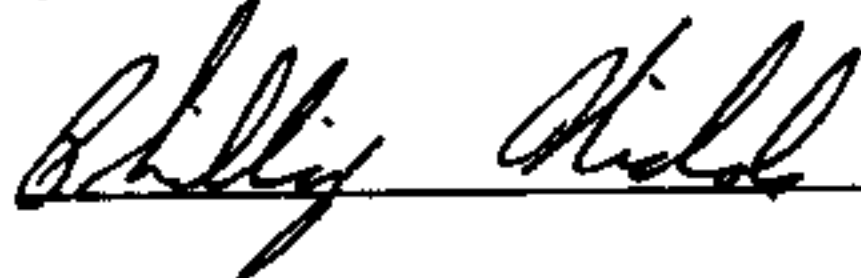
COUNTY OF SHELBY )

ASSIGNMENT OF NOTES, MORTGAGES AND OTHER SECURITY DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS that Central Bank of the South (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority (which Trust Indenture is recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Real Property Book 505 at Page 483, et seq.) and Alabama Housing Finance Authority (collectively, "Assignor", whether one or more), for value received by Assignor in hand paid by Central Bank of the South, as Trustee under Trust Indenture dated as of July 1, 1991 with Alabama Housing Finance Authority ("Assignee"), (which Trust Indenture is recorded with the Alabama Secretary of State as Exhibit A to UCC-1 Financing Statement #91-28131 filed on July 29, 1991) does hereby convey and assign unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to each and every of those certain mortgages and other documents and agreements ("Security Documents") copies of the first pages of which are attached hereto as Exhibit A and made a part hereof, together with the note or notes and all other indebtedness secured by each of the Security Documents and all rights and benefits thereto and thereunder, and all right, title and interest in and to the property described in each such Security Document, and all related title, hazard and other insurance, all without recourse, representation or warranty.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly and properly executed effective as of the 1st day of October, 1991.

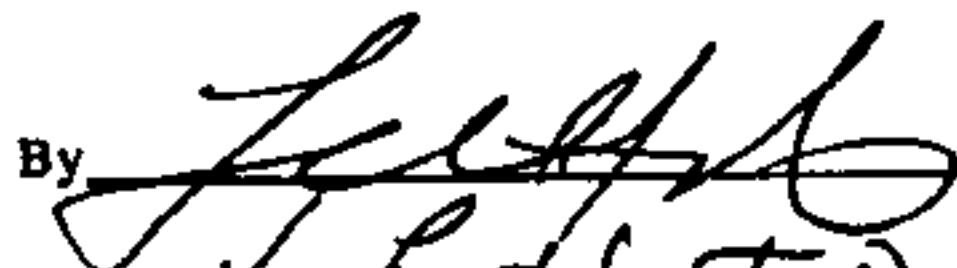
WITNESSES:

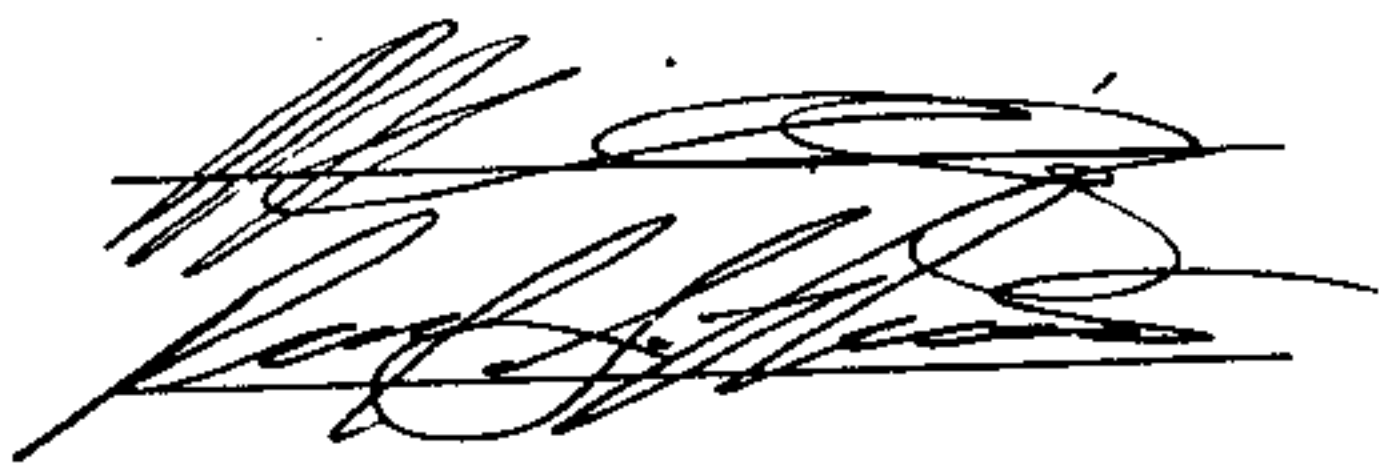
CENTRAL BANK OF THE SOUTH  
(previously named Central Bank of  
Birmingham), as Trustee under Trust Indenture  
dated as of October 1, 1980 with Alabama  
Housing Finance Authority

By

Title

  
V. P. & S. T. O.

WITNESSES:



ALABAMA HOUSING FINANCE  
AUTHORITY

By

Title

  
Executive Director

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Fredrick A. Murphy, whose name as Vice President of **CENTRAL BANK OF THE SOUTH** (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of September, 1991.

  
Notary Public  
My commission expires: 07-29-95

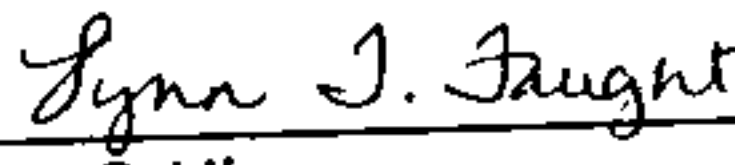
[NOTARIAL SEAL]

STATE OF ALABAMA )

COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Strickland, whose name as Executive Director of **ALABAMA HOUSING FINANCE AUTHORITY**, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27th day of September, 1991.

  
Notary Public  
My commission expires: 05-25-94

[NOTARIAL SEAL]

BOOK 373 PAGE 456

## EXHIBIT A

[FIRST PAGE OF EACH MORTGAGE ASSIGNED]

BOOK 373 PAGE 457

ALABAMA

567  
**MORTGAGE**

THE STATE OF ALABAMA,  
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Joe Couch Pierce and wife,  
Roberta Brooks Pierce

county of Shelby  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto

Johnson & Associates Mortgage Co.

a corporation organized and existing under the laws of  
the state of Delaware party of the second part (hereinafter called the Mortgagee), in the  
full sum of Forty-Two Thousand Six Hundred and no/100----- Dollars  
(\$42,600.00), money lent and advanced, with interest at the rate of Eleven  
per centum ( 11 %) per annum until paid, for which amount the

Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date  
with these presents, the said principal and interest to be payable at the office of Johnson & Associates  
in Birmingham, Alabama 35253, or at such other place as the holder may designate  
in writing delivered or mailed to the Mortgagor in monthly installments of Four Hundred Five  
and 69/100-----Dollars (\$405.69), commencing on the first  
day of May, 19 81, and continuing on the first day of each month thereafter until the  
principal and interest are fully paid, except that the final payment of principal and interest, if not sooner  
paid, shall be due and payable on the first day of April, 2011

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several  
installments of principal, interest, and monthly payments hereinafter provided for, and any additional  
indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures  
made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-  
signed Mortgagor Joe Couch Pierce and wife, Roberta Brooks Pierce  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of  
securing the prompt payment of said indebtedness as it becomes due they the said  
Joe Couch Pierce and Roberta Brooks Pierce do hereby  
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property  
situated in Shelby County, Alabama, to wit:

A Resurvey of part of Block 12, of the Town of Helena (Alabama) according to the map  
of Joseph Squire as recorded in Map Book 3, page 121, in the Office of the Judge of  
Probate of Shelby County, Alabama, more particularly described as follows:

Begin at the Southeast corner of said Block 12 of Squire Map (Survey) of the Town  
of Helena (Alabama) thence run Northerly along the West line of Third Street a  
distance of 156.85 feet to a point, thence turn an angle to the left of 88 degrees  
34' and run Westerly 85.32 feet to a point, thence turn an angle to the left 88  
degrees 30' and run Southerly 156.86 feet to a point on the North line of First  
Avenue, thence turn an angle to the left of 91 degrees 30' and run Easterly along  
the North line of said First Avenue a distance of 93.45 feet to the point of  
beginning.

The proceeds of this loan have been applied on the purchase price of the property  
described herein conveyed to mortgagors simultaneously herewith.

Also, mortgaged herewith is wall to wall carpeting located in the residence on  
the above described property.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and  
profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-  
lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-  
after attached to or used in connection with the premises herein described and in addition thereto the  
following described household appliances, which are, and shall be deemed to be, fixtures and a part of  
the realty, and are a portion of the security for the indebtedness herein mentioned:

WILLIAM H. HALBROOKS

SUITE 820

#11 ENDENCE PLAZA

BIRMINGHAM, AL 35201

See Assign Mfr Book 40 page 291 (4-16-81)  
BOOK 373 PAGE 458  
BOOK 411 PAGE 538

753  
**MORTGAGE**

LH 296-182

THE STATE OF ALABAMA,

SHELBY

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, JOHN HOUSTON SToudenMIRE AND WIFE, MARILYNN JOYCE SToudenMIRE

county of Shelby  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto

JOHNSON &amp; ASSOCIATES MORTGAGE CO.

The State of Delaware, a corporation organized and existing under the laws of  
full sum of FORTY-FOUR THOUSAND AND NO/100-----Dollars  
(\$ 44,000.00 ), money lent and advanced, with interest at the rate of  
Eleven per centum ( 11.00 %) per annum until paid, for which amount the  
Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date  
with these presents, the said principal and interest to be payable at the office of Johnson & Associates Mortga  
in Birmingham, Alabama, or at such other place as the holder may designate  
in writing delivered or mailed to the Mortgagor in monthly installments of FOUR HUNDRED NINETEEN AND  
02/100-----Dollars (\$ 419.02 ), commencing on the first  
day of June, 1981, and continuing on the first day of each month thereafter until the  
principal and interest are fully paid, except that the final payment of principal and interest, if not sooner  
paid, shall be due and payable on the first day of May, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several  
installments of principal, interest, and monthly payments hereinafter provided for, and any additional  
indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures  
made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-  
signed Mortgagors, JOHN HOUSTON SToudenMIRE AND WIFE, MARILYNN JOYCE SToudenMIRE,  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of  
securing the prompt payment of said indebtedness as it becomes due they the said  
JOHN HOUSTON SToudenMIRE AND WIFE, MARILYNN JOYCE SToudenMIRE, do hereby  
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property  
situated in Shelby County, Alabama, to wit:

A parcel of land lying in the SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Section 4; Township 22 South; Range  
3 West and more particularly described as follows:  
Starting at the southwest corner of the said SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Section 4; Township 22  
South; Range 3 West, run northerly along the west boundary line of said SW $\frac{1}{4}$ ; NW $\frac{1}{4}$   
a distance of 208.8 feet to an iron marker, the point of beginning. Thence continue  
along the said west boundary line of said SW $\frac{1}{4}$ ; NW $\frac{1}{4}$  a distance of 105.0 feet to  
an iron marker; thence turn an angle of 93 degrees 21 minutes to the right and run  
easterly a distance of 210.0 feet to an iron marker; thence turn an angle of 86  
degrees 39 minutes to the right and run southerly a distance of 105.0 feet to an iron  
marker; thence turn an angle of 93 degrees 21 minutes to the right and run westerly a  
distance of 210.0 feet to the point of beginning. Said parcel of land lies in the  
said SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Section 4; Township 22 South, Range 3 West.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 1981.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and  
profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-  
lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-  
after attached to or used in connection with the premises herein described and in addition thereto the  
following described household appliances, which are, and shall be deemed to be, fixtures and a part of  
the realty, and are a portion of the security for the indebtedness herein mentioned:

Includes: wall to wall carpeting, range, dishwasher

The proceeds of this loan have been applied on the purchase price of the  
above described property conveyed to mortgagors simultaneously herewith.

See assign mtr. Book 40 Page 373 (4-22-81)  
BOOK 373 PAGE 459  
BOOK 411 PAGE 672

28

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

# MORTGAGE

FHA #011:218163-265

THE STATE OF ALABAMA,

SHELBY

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned John A. Wood and wife, Mary G. Wood, of the City of Columbiana, County of Shelby and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto Engel Mortgage Company, Inc.,

a corporation organized and existing under the laws of DELAWARE, party of the second part (hereinafter called the Mortgagee), in the full sum of

FORTY-FOUR THOUSAND AND NO/100-----Dollars (\$44,000.00).

money lent and advanced; with interest at the rate of ELEVEN per centum (11.0 %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of Engel Mortgage Company, Inc. in Birmingham, Alabama, or at such other place as the holder may designate in writing, in monthly installments of FOUR HUNDRED NINETEEN AND 02/100----- Dollars (\$ 419.02), commencing on the first day of March, 1981, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor s

JOHN A. WOOD AND WIFE, MARY G. WOOD, in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due they the said JOHN A. WOOD AND WIFE, MARY G. WOOD,

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

A parcel of land located in Section 36, Township 21 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 36; thence North 85 degrees East, 2010 feet to the center of the right-of-way line of L & N Railroad; thence along same, north 23 degrees 30 minutes West, 2985 feet; thence South 85 degrees West, a distance of 358.0 feet to the Point of Beginning of the parcel herein described; thence continue in the same direction, South 85 degrees West, a distance of 197.0 feet to a point; thence South 2 degrees 30 minutes East and parallel with the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section (measured 82 degrees 21 minutes 05 seconds left), a distance of 221.0 feet (measured 214.19 feet) to a point; thence Easterly and parallel with the North line of said parcel of land (measured 95 degrees 41 minutes 35 seconds left, said line not being parallel with said North line), a distance of 197.0 feet (measured 197.78 feet) to a point; thence Northerly and parallel with the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section (measured 84 degrees 18 minutes 25 seconds left), a distance of 221.0 feet to the Point of beginning; being situated in Shelby County, Alabama.

## SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 1981.
2. Rights of way of record. The proceeds of this loan have been applied on the purchase price of together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Includes: w. peting.

W.G. Wood  
-400-Mortgagee



# MORTGAGE

668

This mortgage is made this 14th day of November, 1980, between the Trammell and wife Frances S. Trammell (herein the Mortgagor), Jackson Company, a corporation organized and existing under the laws of Delaware, whose address is Park Drive, Birmingham, AL 35253 (herein "Lender").

Borrower is indebted to Lender in the principal sum of FORTY NINE THOUSAND TWO HUNDRED & 49,200.00 Dollars, which indebtedness is evidenced by Note dated November 14, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December, 2010.

Lender to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale the following property located in the County of Shelby, State of Alabama:

Lot 10, according to survey of Woodland Hills, First Phase, Fifth Sector, as recorded in Map Book 7, Page 152 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

The Proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith

This conveyance is executed and delivered subject to covenants and restrictions appearing of record in said Probate Office affecting said property.

The attached Rider is made a part of this mortgage and incorporated herein by reference.

which has the address of 718 Forest Ridge Road, Maylene, Alabama 35114 (herein "Property Address"); (Street) (City) (State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

BOOK 407 PAGE 739  
BOOK 373 PAGE 461

# MORTGAGE

682

THIS MORTGAGE is made this 17th day of November, 1980, between the Grantor, Timothy Howard Moody and wife Holly Booth Moody (herein "Borrower"), and the Mortgagee, Jackson Company, a corporation organized and existing under the laws of Delaware, whose address is 250 Office Park Drive, Birmingham, AL 35253 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY ONE THOUSAND ONE HUNDRED & 00/100 51,100.00 Dollars, which indebtedness is evidenced by Borrower's note dated November 17, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December, 2010.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale the following described property located in the County of Shelby, State of Alabama:

Lot 13, according to survey of The Round Table Subdivision, as recorded in Map Book 7, Page 38, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

This conveyance is executed and delivered subject to covenants and restrictions appearing of record in said Probate Office affecting said property.

The attached Rider is made a part of this mortgage and incorporated herein by reference.

which has the address of Rt. 2, Box 784 Calera  
(Street) (City)  
Alabama 35040 (herein "Property Address");  
(State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



# MORTGAGE

THIS MORTGAGE is made this 26th day of January, 19 81, between the Grantor, Lynda Lang Cale, a single woman (herein "Borrower"), and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham, a corporation organized and existing under the laws of Alabama, whose address is 215 North 21st Street, Birmingham, AL 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY TWO THOUSAND FIVE HUNDRED & 00/100 62,500.00 Dollars, which indebtedness is evidenced by Borrower's note dated January 26, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February, 2011.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale the following described property located in the County of Shelby, State of Alabama:

Unit 327 in Cambrian Wood Condominium, By Laws and Amendments thereto as established by Declaration of Condominium, By Laws and Amendments thereto as recorded in Misc. Book 12, page 87, in the Probate Office of Shelby County, Alabama, and amended by Misc. Book 13, page 2; Misc. Book 13, page 4 and Misc. Book 13, page 344, in said Probate Office, together with an undivided .0135292% interest in the common elements as set forth in said declaration.

The proceeds of this loan have been applied on the purchase price of the property herein conveyed to mortgagors simultaneously herewith.

which has the address of 327 Heath Drive, Birmingham (City)  
AL 35243 (State and Zip Code)  
(herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ALABAMA-1 to 4 Family-6/75\*-FNMA/FHLMC UNIFORM INSTRUMENT

Jefferson Federal Savings & Loan Association  
215 North 21st Street

See Assign Mors. Book 373 page 463  
BOOK 409 PAGE 558

DEC 30 1980

# MORTGAGE

405-

THIS MORTGAGE is made this 5th day of December 1980, between the Grantor, BOBBY D. WILLIAMS AND WIFE, BARBARA J. WILLIAMS (herein "Borrower"), and the Mortgagee, ENGEL MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of DELAWARE, whose address is P.O. Box 847, Birmingham, Alabama 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY SIX THOUSAND AND NO/100 (\$66,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 5, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 36, according to Survey of Dearing Downs, Third Addition, as recorded in Map Book 8, Page 15, in the Office of the Judge of Probate of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

which has the address of 1140 Dearing Downs Drive, Helena, Alabama 35080 (herein "Property Address");  
(Street) (City) (State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

## MORTGAGE

1135

THIS MORTGAGE is made this 30th day of March 1981, between the Grantor, Joseph B. Holmes and wife, Linda B. Holmes (herein "Borrower"), and the Mortgagee, Engel Mortgage Company, Inc., a corporation organized and existing under the laws of Delaware whose address is P. O. Box 847, Birmingham, Alabama 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Eight Thousand Six Hundred and No/100 (\$48,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby State of Alabama:

Lot 17, Willow Ridge Addition to Indian Springs, as recorded in Map Book 7, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama

Subject to easements and restrictions of record.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

which has the address of 3919 Willow Ridge Drive Helena  
(Street) (City)  
Alabama 35080 (herein "Property Address");  
(State and Zip Code)

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

# MORTGAGE

662

THIS MORTGAGE is made this 17th day of April, 1981, between the Grantor, Randall L. Hollis and wife Susan P. Hollis (herein "Borrower"), and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham, a corporation organized and existing under the laws of Alabama, whose address is 215 North 21st Street, Birmingham, AL 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND THREE HUNDRED & 00/100 40,300.00 Dollars, which indebtedness is evidenced by Borrower's note dated April 17, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May, 2011.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale the following described property located in the County of Shelby, State of Alabama:

Lot 2, Block B, according to the survey of Amended Map of Fox Haven, First Sector, as recorded in Map Book 7, Page 84, as recorded in Map Book 7, Page 86, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property herein conveyed to mortgagors simultaneously herewith.

BOOK 411 PAGE 584

BOOK 373 PAGE 466

which has the address of 2023 Shelby Co. Road #58, Helena (City)  
(Street)  
AL 35080 (herein "Property Address")  
(State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ALABAMA-1 to 4 Family-6/75\*-FNMA/FHLMC UNIFORM INSTRUMENT

Jefferson *lual*  
16 84

# MORTGAGE

106

THIS MORTGAGE is made this 31st day of March, 19 81, between the Grantor, Bjarne R. Kristensen, a single man (herein "Borrower"), and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham, a corporation organized and existing under the laws of Alabama, whose address is 215 North 21st Street, Birmingham, AL 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY EIGHT THOUSAND FIVE HUNDRED & 00/100 58,500.00 Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April, 2011.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2i hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale the following described property located in the County of Shelby, State of Alabama:

Lot 38, according to the Survey of Cahaba Manor Town Homes, Second Addition, as recorded in Map Book 7, page 62, in the Office of the Judge of Probate of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property herein conveyed to mortgagors simultaneously herewith.

which has the address of 767 Cahaba Manor Trail, Pelham  
(Street) (City)  
AL 35124 (herein "Property Address");  
(State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ALABAMA-1 to 4 Family-6/75-ENMA/FHLMC UNIFORM INSTRUMENT

Jefferson Federal Savings & Loan Association

215 North 21st Street  
Birmingham Alabama 35203

See Assign. Mem. bk. 40 pg. 109 (4/2/81)  
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Joe Couch Pierce and wife,  
Roberta Brooks Pierce

Book 411, Page 538

John Houston Stoudenmire and wife,  
Marilynn Joyce Stoudenmire

Book 411, Page 672

John A. Wood and wife, Mary G. Wood

Book 409, Page 564

Paul Wayland Trammell and wife,  
Frances S. Trammell

Book 407, Page 739

Timothy Howard Moody and wife,  
Holly Booth Moody

Book 407, Page 753

Lynda Lange Gale, a single woman

Book 409, Page 558

Bobby D. Williams and wife,  
Barbara J. Williams

Book 408, Page 311

Joseph B. Holmes and wife, Linda B. Holmes

Book 411, Page 135

Randall L. Hollis and wife Susan P. Hollis

Book 411, Page 584

Bjarne R. Kristensen, a single man

Book 411, Page 199

BOOK 373 PAGE 468

I HEREBY CERTIFY THAT  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 NOV 18 AM 8:58

*James H. Harrison, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$ 35.00
2. Mfg. Tax	\$ 1.00
3. Recording Fee	\$ 1.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 48.00
Total	\$ 97.00