

Return to: (enclose self-addressed stamped envelope)  
Name: JACKSONVILLE FEDERAL C.U.  
PO BOX 2357  
Address: JACKSONVILLE, FL 32232

1995-35739

This Instrument Prepared by: PATTY FLUKER  
JACKSONVILLE FEDERAL CREDIT UNION  
Address: PO BOX 2357  
JACKSONVILLE, FL 32232

12/13/1995-35739  
10:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00

Property Appraisers Parcel Identification (Folio) Number(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

### Mortgage Deed

*(Wherever used herein, the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)*

Made this 28th day of NOVEMBER 1994

BETWEEN JOE B. ELLOITT, JR. AND KAREN L. ELLOITT, HIS WIFE

called the Mortgagor, whose post office address is: PO BOX 19561  
BIRMINGHAM, AL 35219

and JACKSONVILLE FEDERAL CREDIT UNION  
PO BOX 2357, JACKSONVILLE, FL 32232

called the Mortgagee,

WITNESSETH, That the said Mortgagor, for and in consideration of the sum of (21,470.94)  
TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY AND NO/100\*\*\*\*\*Dollars,  
to him in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and  
sold to the said Mortgagee, the following described land situate, lying and being in the County of SHELBY  
, State of ALABAMA to-wit:

LOT 66, ACCORDING TO THE SURVEY OF SECOND SECTOR, FIELDSTONE PARK,  
AS RECORDED IN MAP BOOK 16, PAGE 114, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

and the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful  
claims of all persons whomsoever.

PROVIDED ALWAYS, That if said Mortgagor shall pay to the said Mortgagee a certain promissory note, a copy of which is on page two hereof, and shall perform and comply with each and every stipulation, agreement and covenant of said note and of this mortgage, then this mortgage and the estate hereby created shall be void, otherwise the same shall remain in full force and virtue. And the said Mortgagor covenants to pay the interest and principal promptly when due; to pay the taxes and assessments on said property; to carry insurance against fire on the building(s) on said land for not less than \$ \_\_\_\_\_, and windstorm insurance in the amount of \$ \_\_\_\_\_, approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the policy to be held by the Mortgagee, to keep the building(s) on said land in proper repair; and to waive the homestead exemption.

Should any of the above covenants be broken, then said note and all monies secured hereby shall without demand, if the Mortgagee so elects, at once become due and payable and the mortgage be foreclosed, and all costs and expenses of collection of said monies by foreclosure or otherwise, including solicitor's fees shall be paid by the Mortgagor, and the same are hereby secured.

IN WITNESS WHEREOF, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of Us:

\_\_\_\_\_  
\_\_\_\_\_

Joe B. Elliott, Jr.  
JOE B. ELLOITT, JR.  
Karen L. Elliott  
KAREN L. ELLOITT ADL 6369471

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 17 day of OCTOBER, '95 by  
who is personally known to me or who has produced  
as identification.

Linda B Holmes  
Notary Public

My Commission expires: 7-13-96

(Seal)

Inst # 1995-35739

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