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KNOW ALL MEN BY THESE PRESENTS, That Harper C. Reeves and wife, Nora L. Reeves, parties of the first part, in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars to them in hand paid by Jefferson Federal Savings and Loan Association of Birmingham, party of the second part, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, and set over to the party of the second part with full warranty and with recourse that certain mortgage executed to the parties of the first part by Leo M. Barton and wife, Floetta B. Barton, on December 22, 1958; and recorded on December 30, 1958, in Mortgage Book 257, page 435, in the Probate Office of Shelby County, Alabama, together with the debt secured thereby, and all right, title and interest in and to the property, both real and personal, therein described.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns forever, except as hereinafter provided.

It is understood and agreed that parties of the first part shall pay to the party of the second part the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, with interest thereon from the 16<sup>th</sup> day of September, 1960, at the rate of six and one-half (6 $\frac{1}{2}$ %) percent per annum, payable monthly, the principal and interest being payable in monthly instalments as follows, namely:

Beginning on the 22nd day of September, 1960, and on the 22nd day of each month thereafter, the sum of Ninety Nine and 75/100 (\$99.75) Dollars, both principal and interest being payable in lawful money of The United States of America in the office of the party of the second part in the City of Birmingham, or at such other place or places as the holder hereof may designate in writing. The said monthly payments shall be first applied to interest due monthly at the rate aforesaid on the principal sum, or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of principal until the entire amount advanced by the party of the second part to parties of the first part

is repaid in full with interest thereon as aforesaid, and any costs and expenses incident and applicable thereto.

If the said mortgage and debt secured thereby and hereinabove assigned shall become in default on any account for a period of sixty (60) days, party of the second part may, at any time thereafter, require parties of the first part to re-purchase said mortgage and debt secured thereby for an amount of not less than the principal amount remaining unpaid on the amount originally advanced by party of the second part to parties of the first part, as hereinabove set out, plus interest as hereinabove provided, and all expenses incident and applicable thereto, including reasonable attorney's fees; whereupon party of the second part shall re-assign said mortgage and debt secured thereby to parties of the first part or their transfers or assigns without recourse, and without warranty, and without representation of any kind or character. Failure of the parties of the first part to re-purchase within thirty (30) days after demand shall automatically nullify and make void this re-purchase agreement, and the mortgage and debt secured thereby and hereinabove assigned, shall instantly become the absolute property of the party of the second part with no re-purchase or re-assignment privilege.

If the parties of the first part shall repay in full prior to the making void of the re-purchase and re-assignment agreement, the amount advanced, as hereinabove set out, plus interest and all necessary expenses incident and applicable thereto, including reasonable attorney's fees and ninety (90) days' advance interest on the outstanding principal as compensation for the privilege of paying this loan in advance of maturity in case a prepayment privilege is permitted by party of the second part to be made other than by the regular monthly payments as provided herein, then and in such event, the party of the second part shall, upon request, re-assign to the parties of the first part, their heirs or assigns without recourse and without warranty and without representation of any kind or character, the mortgage and debt secured thereby herein assigned.

BOOK 211 PAGE 189

250 2, Record

IN WITNESS WHEREOF, We have hereunto set our hands and seals  
this the 13 day of September, 1960.

Harper C. Reeves  
Harper C. Reeves

Nora L. Reeves  
Nora L. Reeves

STATE OF ALABAMA

JEFFERSON COUNTY

I, Bilge Hunt, a Notary Public in  
and for said State and County, hereby certify that Harper C. Reeves  
and wife, Nora L. Reeves, whose names are signed to the foregoing  
instrument, and who are known to me, acknowledged before me on this  
day, that, being informed of the contents of the instrument, they  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16<sup>th</sup> day  
of September, 1960.

Bilge Hunt  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate hereby  
certify that the within Deed was  
filed in this office for record the 19 day  
of Sept 1960 at 2 o'clock P.M.  
and recorded in Deed Record 211  
page 138 and examined 7-20-60  
and the Mortgage Tax of \$         
Deed Tax of \$        has been paid.

Fee \$ 2.50  
Judge of Probate

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within        was filed  
for record in this office on the        day of        19       at        M. o'clock and  
recorded in        Book        at page        on the        day of        196      .  
Mortgage Tax        Deed Tax        has been paid.

Conrad M. Fowler  
Judge of Probate