

STATE OF ALABAMA }
~~JEFFERSON~~ COUNTY }
SHELBY

1081
5049
This Instrument Was Prepared By
JOE L. DAVIS
2012 - 2nd Ave., North
Birmingham, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That Whereas

Robert E. Hinds and wife, Sharon L. Hinds, Member^s
of the Guaranty Savings & Loan Association, hereinafter called the Borrower, is justly indebted
to the Guaranty Savings & Loan Association, hereinafter called the Association, in the sum of

Twenty-six thousand nine hundred and No/100 ----- Dollars (\$ 26,900.00),
which indebtedness is evidenced by promissory note of even date herewith, and payable as follows:
with interest at the rate as set forth in said note, payable in monthly payments of
One hundred ninety-nine and 05/100 (\$199.05) dollars each month plus taxes and insur-
ance until the principal amount and accrued interest thereon on unpaid balance are paid

which payments shall be made at the office of the Association, or at a depository designated by the
Association.

NOW, THEREFORE, for and in consideration of the premises, and in order further to secure
the prompt repayment of the loan as evidenced by said note and to further secure the strict per-
formance of the other obligations herein undertaken, the said

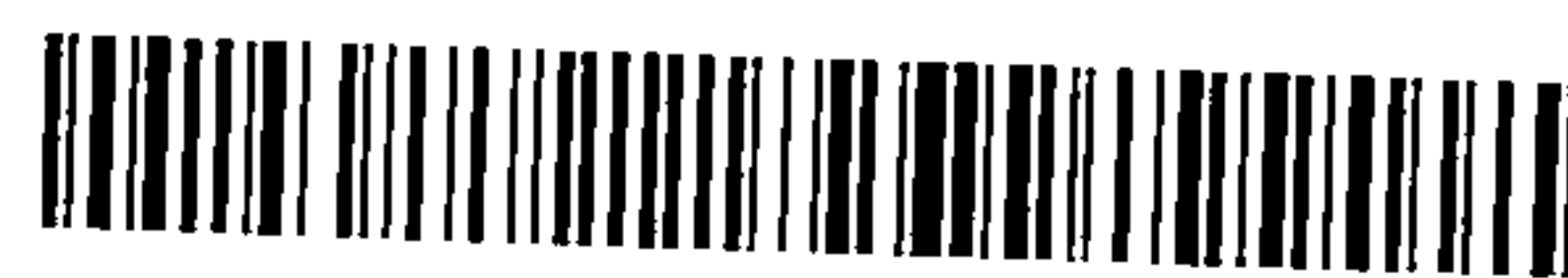
Robert E. Hinds and wife, Sharon L. Hinds

have granted, bargained, sold and do by these presents grant, bargain, sell and convey unto the
Guaranty Savings & Loan Association, the Association aforesaid, the following described real estate,
situated in the County of ~~Jefferson~~, State of Alabama, to-wit:
Shelby

Lot 23, according to the Survey of Navajo Hills,
Fourth Sector, as recorded in Map Book 5, Page '95,
in the Probate Office of Shelby County, Alabama.



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



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Shelby Cnty Judge of Probate, AL
07/11/1973 12:00:00 AM FILED/CERT

together with the improvements erected or to be erected thereon.

TO HAVE AND TO HOLD the above granted property unto the Guaranty Savings & Loan
Association, the Association as aforesaid, its successors and assigns forever.

And the said Borrower covenants with the said Association, its successors and assigns that

they are lawfully seized in fee and possessed of said property and have a good right to sell
and convey the same as aforesaid, that the property is free from all incumbrances and that they
will warrant and defend the same against the lawful claims of all persons whomsoever.



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And so long as any of the obligations secured by this mortgage remain unperformed the said Borrower covenants and agrees that he shall pay all taxes and assessments, general and special, against the property herein conveyed and the improvements thereon, when due, or in accordance with said note, to keep the said improvements in good repair and to keep the buildings thereon constantly insured from fire and tornado damage in amounts satisfactory to the Association, in such companies as the Association may designate, and to keep the policies of insurance constantly transferred to the Association, its successors and assigns, and to keep said land and improvements thereon free from all judgment and statutory liens and claims of every kind, and if either or any of said requirements be not performed as aforesaid, then the Association, its successors and assigns, may pay such taxes and assessments and may effect such insurance for such purpose, paying the cost thereof, and may also pay off any judgment rendered by any court which is or may become any lien against the property herein conveyed, and the Association may also invest such sums as may be necessary to protect the title or possession of said premises and may enter and make necessary repairs to prevent the substantial depreciation of the property herein conveyed, and all monies so expended, including all costs, shall become as the original debt and shall bear interest at the rate of.....eight.....per cent per annum until repaid by the Borrower and shall be secured by the lien of this mortgage.

In case of damage to or destruction of any improvements on the property herein conveyed by fire or other casualty, such obligation in its entirety shall at the option of the Association mature at once and said Association is hereby authorized and empowered in such event to make all proofs of loss and all adjustment of the loss and to do and perform all things necessary to the collection of any insurance that may be due upon the premises conveyed, and the Association is further authorized and empowered to apply the proceeds of any such insurance as a credit on said obligation or in satisfaction thereof if the credit shall be sufficient to discharge the said obligation.

But upon condition, however, that if the Borrower shall well and truly do and perform all the acts hereinabove set out and pay the monies when the same become due as aforesaid, then this conveyance is to be null and void, but if the Borrower shall fail or refuse to perform the obligations as in this instrument provided, the entire obligation hereby secured shall forthwith at the option of the Association or its successors and assigns become due and payable and this mortgage be subject to foreclosure, and the Association, its agents, successors and assigns may take charge of any or all of said property, and with or without taking possession thereof may, after giving at least thirty days' notice of the time, place and terms of sale by publication once a week for three successive weeks in some newspaper published in the County where the said property is located, sell the same before the Court House door of said County to the highest bidder for cash, and may devote the proceeds of said sale of said property, first, to the payment of all costs and charges attending the sale, including the advertisement and a reasonable attorney's fee for foreclosing the same, and second, to the payment of such sum or sums of money as the Association may have had to expend as premiums on insurance and in keeping said property in good repair and free from liens of taxes or otherwise, third, to the payment of the amount due upon said loan, together with all costs, interest or other charges upon said property as provided in this instrument, fourth, the balance of the proceeds, if any, to be turned over to said Borrower. It is agreed that in the event of sale under this mortgage the said Association, its agents, successors and assigns, may purchase said property at said sale. In the event of sale under the power contained in this mortgage, said Association or its agents, successors and assigns shall be authorized to convey said property to the purchaser by good and sufficient deed in the name of said Borrower.

If this mortgage is foreclosed in equity said Borrower agrees to pay a solicitor's fee for such foreclosure, which shall be included as a lien upon said property. In case of default if an attorney be employed by said Association, or its successors and assigns, in and about the protection of its interests under this mortgage, the Borrower agrees to pay a reasonable sum for the services of such attorney.

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IN TESTIMONY WHEREOF we have hereunto set our hand s and seal this

11th day of July 19 73

Robert E. Hinds (L. S.)

Witness:

Sharon L. Hinds (L. S.)

(L. S.)

STATE OF ALABAMA

JEFFERSON COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said

State, hereby certify that Robert E. Hinds and wife, Sharon L. Hinds

whose name s are signed to the foregoing conveyance, and who are

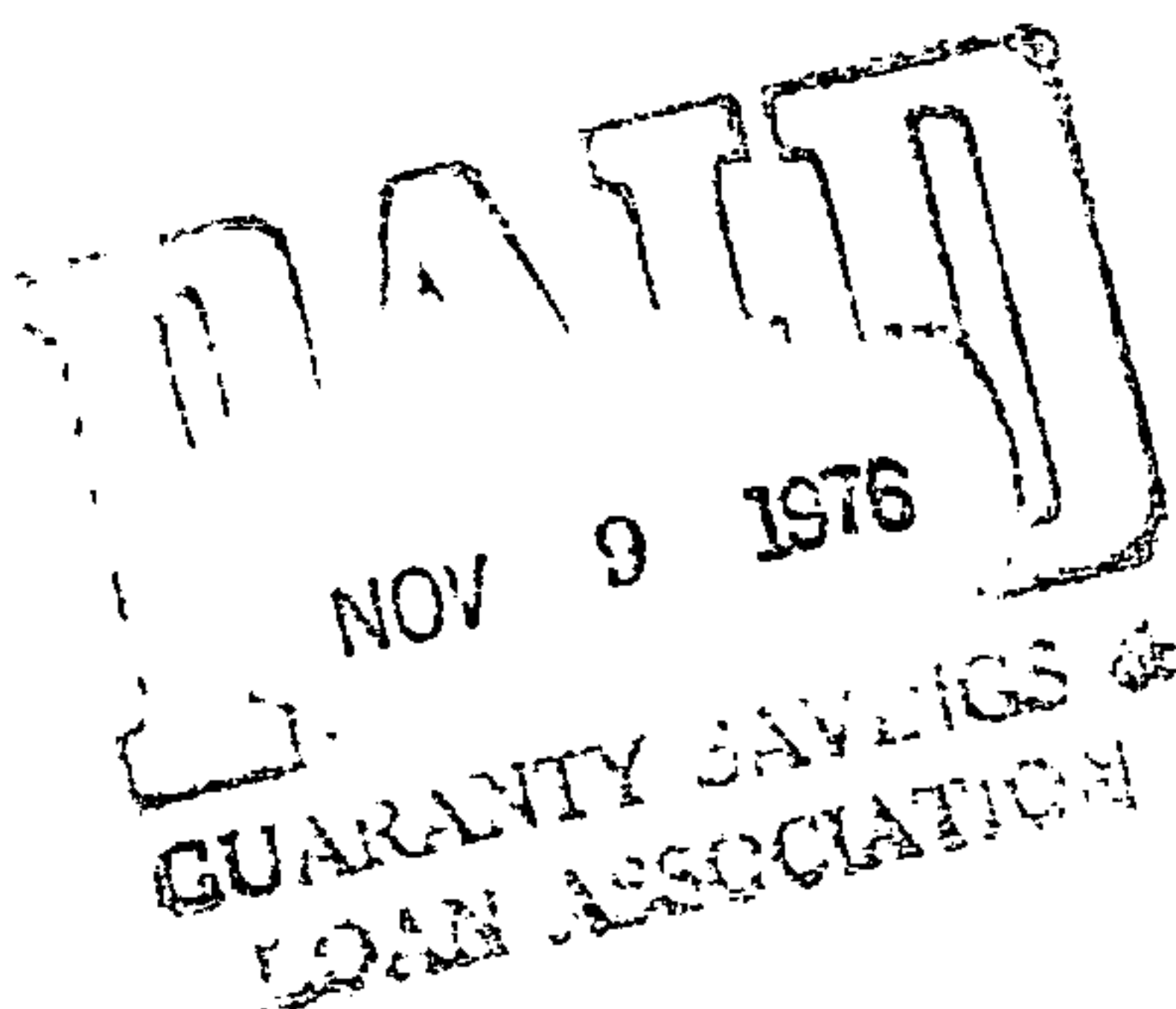
known to me acknowledged before me on this day that being informed of the contents of the convey-

ance they have executed the same voluntarily on the day the

same bears date.

Given under my hand and official seal this 11th day of July 19 73

Joe L. Lyle Davis
Notary Public.



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1973 JUL 12 AM 9:01
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Comey Prothonotary
JUDGE OF PROBATE



19730711000039450 3/3 \$.00
Shelby Cnty Judge of Probate, AL
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50th CHANCERY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 JAN 26 AM 10:42

Thomas A. Brundage, Jr.

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