

THIS INSTRUMENT PREPARED BY:

NAME: P. V. Shaffield
2725 35th Avenue, North
ADDRESS: Birmingham, Ala.

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

789

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Bobby Ray Byrd and wife, Lucille Byrd justly indebted to Sloss Federal Credit Union in the sum of Six thousand five hundred two and 71/100 dollars (\$6502.71) evidenced by one promissory note for that amount bearing even date herewith, bearing interest at the rate and payable as therein set forth and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Bobby Ray Byrd and wife, Lucille Byrd do, or does, hereby grant, bargain, sell and convey unto the said Sloss Federal Credit Union (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof

NON ASSUMPTION CLAUSE: If all or any part of the property or an interest therein is sold or transferred by the undersigned without the mortgagee's prior written consent, the mortgagee may at its option, declare all the sums secured by this mortgage to be immediately due and payable and this mortgage shall be subject to foreclosure as further provided by this mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, 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 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 law in case of past due mortgages, and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

SLOSS FEDERAL CREDIT UNION

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

Exhibit "A"

Bobby Ray Byrd and wife, Lucille Byrd

Commence at the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 22 South, Range 2 West, thence run Northwardly along the east line of said $\frac{1}{4}$ for a distance of 211.40' to the North right-of-way line of Shelby County Hwy. #22; thence turn an angle to the left of 125 deg. 23' 03" for a distance of 90.45'; thence turn an angle to the right of 90 deg. 00' for a distance of 332.88'; thence turn an angle to the left of 90 deg. 00' for a distance of 116.57' for the point of beginning; thence continue along last described course for a distance of 203.99'; thence turn an angle to the left of 92 deg. 18' 42" for a distance of 164.20'; thence turn an angle to the left of 92 deg. 13' for a distance of 208.98'; thence turn an angle to the left of 89 deg. 52' 30" for a distance of 147.98' to the point of beginning. Containing .71 acre more or less.

Commence at the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 22 South, Range 2 West, thence run Northwardly along East line of said $\frac{1}{4}$ for a distance of 211.40' to the North right of way line of Shelby County Hwy. #22; thence turn an angle to the left of 125 deg. 23' 03" for a distance of 90.45'; thence turn an angle to the right of 90 deg. 00' for a distance of 332.88'; thence turn an angle to the left of 90 deg. 00' for a distance of 320.56'; thence turn left an angle of 92 deg. 18' 42" for a distance of 164.20' for the point of beginning; thence turn left an angle of 92 deg. 13' for a distance of 208.98'; thence turn an angle to the right of 86 deg. 49' for a distance of 186.64' to the North right of way line of Shelby County Hwy. #22; thence run in a Southwest direction along said right of way line along a curve to the right having a central angle of 18 deg. 58' 34" and a radius of 680.03' for a distance of 225.22' as measured along said curve; thence run Northwardly for a distance of 109.61' to the point of beginning. Containing .80 acres more or less.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 NOV 24 AM 8:41

NO TAX COLLECTED

F. R. S. S. S.
JUDGE OF PROBATE

Rec. 11.50

Incl. 1.00

5.50

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