Shelby Cnty Judge of Probate, AL

11/24/1980 00:00:00 FILED/CERTIFIEC

TRUMENT PREPARED BY:

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

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

State of Alabama

SHELBY

ADDRESS:

COUNTY

Bobby Ray Byrd and wife. Finnst All Men By Theve Presents, that whereas the undersigned Lucille Byrd Sloss Federal Credit Union justly indebted to

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,

Note 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:

EXHIBIT "A" attched hereto andmade 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 thismortgage 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 Morigagee for taxes, assessments or incurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and hear interest from the date of payment by said Mortgagee, and he 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 indangered 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-

FORM :

on. Third, to the payment of said indebtedness in full, whether the same shall or shall not have full, inatured, at the date of said sale, but no interest shall be collected beyond the day of sale, and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder, therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in face, and nodersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured. It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein. Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation. IN WITNESS WHEREOF, we have hereunto set our hand and seals on this the 4 day of November **19** 80 WITNESSES: Bobby Ray (Seal) Lucille Byrd (Seal) STATE OF Alabama General Acknowledgement **ECOX** Jefferson County , a Notary Public in and iorssaid County 3h I, the undersigned, Mildred H. Shaffield Bobby Ray Byrd and wife, Lucille Byrd hereby certify that whose name s / signed to the foregoing conveyance, and who / known to me, acknowledged before me on this day, that being informed of the contents of the conveyance the yexecuted the same voluntarily on the day the same bears date. Given under my hand and official seal this 4 November Notary Public. My commission expires 7/22/81 STATE OF Corporate Acknowledgement COUNTY OF a Notary Public in and for said County, in said State, hereby certify that President of whose name as a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. , 19 Given under my hand and official seal, this the day of Credit Union nue, Worth Notary Public

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Federal Cre 35th Avenue

Sloss 2725 ngham

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and

Lucille

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Federal

Sloss

Exhibit "A"
Bobby Ray Byrd and wife, Lucille Byrd

Commence at the SE corner of the NW, of the SW, of Section 6, Township 22 South, Range 2 West, thence run Northwardly along the east line of said 1, 1, 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 ueg. 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 NW4 of the SW4 of Section 6, Township 22 South, Range 2 West, thence run Northwardly along East line of said 1, 14 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. SHELRY CO.
TERTIFY THIS
THIS FILED

1980 NOV 24 AM 8: 41

NO TAX COLLECTED

111791 OF PREBATE

Micc. 11.50

Jucl. 100

5.50