



19801211000140780 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/11/1980 00:00:00 FILED/CERTIFIED

This mortgage paid in full and satisfied the
the 30... day of JANUARY 1984
BY *Thomas A. Snowden, Jr.*
ONE PIA FILED VOL. 54 P. 860 ATTY. IN FACT

STATE OF ALABAMA

SHELBY COUNTY

THIS MORTGAGE, entered into on this the 8th day of December, 1980, by and between COOSA PINES FEDERAL CREDIT UNION, hereinafter called Mortgagee, and Jack W. Thomas and wife, Minnie Lee Thomas, hereinafter called Mortgagor:

WITNESSETH: That the Mortgagor has become justly indebted to the Mortgagee in the sum of Six Thousand Four Hundred Eighty-Six and 45/100--- Dollars, which is evidenced as follows:

One (1) promissory note of even date in the principal amount of Six Thousand Four Hundred Eighty-Six and 45/100 Dollars (\$6,486.45), with interest on the unpaid balance at the rate of 1% per month payable in 36 installments of \$214.95 each; the first payment to be made on December 31, 1980, and the same amount each month thereafter until the full amount has been paid.

In order to secure the above described indebtedness or any renewal thereof, and also to secure any other existing indebtedness owed by the Mortgagor and to secure any future advances made in addition to the principal amount while any portion of this indebtedness remains outstanding, the Mortgagor does hereby bargain, sell and convey to the Mortgagee the following described property situated in SHELBY County, Alabama:

Parcel One:

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a portion of the South half of SW $\frac{1}{4}$ of Section 1, Township 20, Range 2 East, more particularly described as follows:

Commence at the S.W. corner of the said Section 1, and run thence along the South line of said Section 1 North 87 deg. 57' East 863.2 feet to the point of beginning; from said point of beginning continue along South line of said Section 1, North 87 deg. 57' East 254.5 feet; thence run North 35 deg. 3' East 526 feet, more or less, to the Southernmost (or Southeasterly) corner of the lot sold by grantors to Harry L. Putman (now Evans lot); thence run Northwesterly along the Southerly boundary of said Evans lot 210 feet to the Westerly boundary of grantors' property as described in Deed Book 163, Page 136; thence turn left and run Southwesterly a distance of 774.1 feet to the point of beginning; containing 3.3 acres, more or less, situated in Shelby County, Alabama.

Parcel Two:

Commence at the S.W. corner of Section 1, Township 20, Range 2 East, and run thence along South line of said Section 1 North 87 deg. 57' East 863.2 feet to a point; thence continue in the same direction a distance of 803 feet to the West line of an old settlement road; thence along the West line of said settlement road North 35 deg. East 109 feet to point of beginning, which said point of beginning is an Oak Tree; thence turn an angle of 180 deg. and run South 35 deg. West a distance of 109 feet to a point on the West line of said settlement road, and the South line of said Section 1; thence run Westerly along said Section line as heretofore described a distance of 548.5 feet to a point, which said point is the Southeastern corner of property previously deeded grantees by deed recorded in the Probate Office (SEE REVERSE SIDE)

TO HAVE AND TO HOLD the above described property, together with the tenements and appurtenances belonging thereto or otherwise appertaining to the Mortgagee, the heirs or successors and assigns of Mortgagee, in fee simple. And the Mortgagor covenants that the above described property is owned in fee simple and that the Mortgagor has the right to sell and convey it; that the property is free from all liens and encumbrances and Mortgagee will warrant and will forever defend the title of this property to the Mortgagee, the heirs or successors and assigns of Mortgagee, from and against the lawful title, claims, and demands of all persons.

This conveyance is made upon the following conditions and stipulations:

The Mortgagor agrees to insure the buildings on the premises, and all other of the Mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or wind-storm, for a sum equal to the indebtedness secured, with loss payable to Mortgagee as the interest of Mortgagee may appear. The Mortgagor agrees to assess the mortgaged property for taxation and to pay all taxes and assessments which come due on the mortgaged property during the term of this mortgage. If the Mortgagor fails to pay the taxes and assessments, or to insure the property, then the Mortgagee may insure and pay for it, and pay the taxes and assessments, and this conveyance shall stand as security for these payments with the maximum rate of interest thereon from the date of payment, and such sums shall be payable to Mortgagee on demand. The Mortgagor agrees to pay a reasonable attorney's fee for collecting the indebtedness secured or for foreclosing this mortgage, either under the powers contained herein or in a court of competent jurisdiction.

NO TAX COLLECTED

COOSA PINES FEDERAL CREDIT UNION

SAVINGS and LOAN
COOSA PINES, ALABAMA 44

If the Mortgagor performs all of the stipulations and agreements and pays all of the indebtedness secured as it becomes payable, including interest thereon, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of Mortgagor to keep any of the stipulations and agreements, or to pay any or all of the indebtedness when it becomes payable, then the Mortgagee may enter upon and take possession, sell the mortgaged property at public outcry in front of the Courthouse in the county where the property or a part thereof is located, to the highest bidder for cash, after first giving notice of the time, place, and terms of the sale together with a description of the property to be sold, by publication once a week for three successive weeks prior to the sale in some newspaper published in the county where the property or any material part thereof is located. The proceeds of the sale shall be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting the indebtedness; (2) to payment of such sums that have been paid by the Mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on the indebtedness with interest; (4) the balance, if any, to be paid to the Mortgagor.

In the event of such sale the auctioneer is empowered, in the name of and as attorney for Mortgagor to execute a deed to the purchaser at the sale. The Mortgagee may purchase at such sale as if a stranger to this mortgage.

Should the Mortgagor become voluntary or involuntary bankrupt, then the whole of the indebtedness secured may, at the option of the Mortgagee, be declared immediately due and payable.

Wherever used herein, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include other genders, when applicable, and related words shall be changed to read as appropriate.

IN WITNESS WHEREOF, the Mortgagor has set his hand and seal, on the day and year written above.

[Signature] (L.S.)

[Signature] (L.S.)

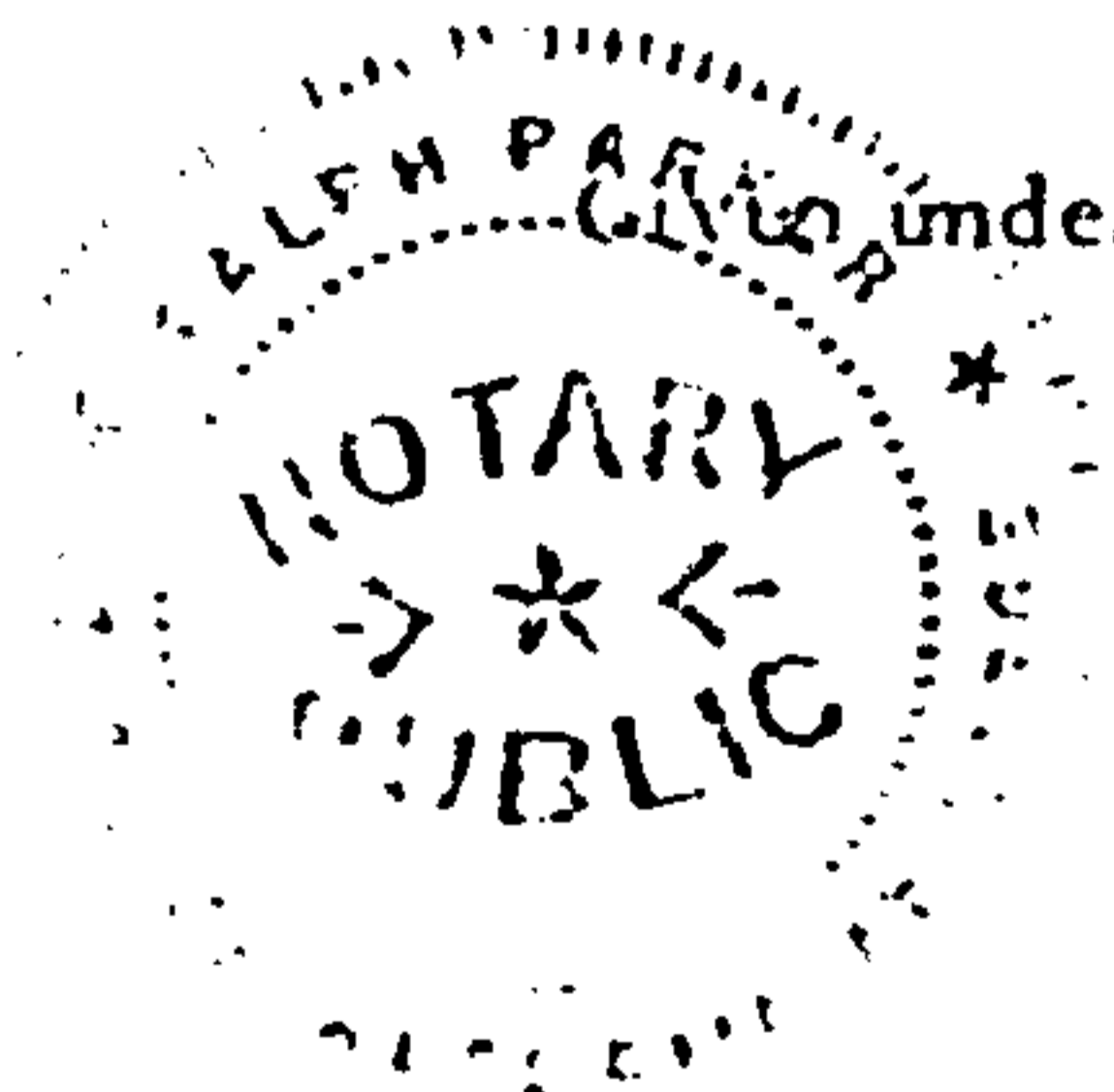
of Shelby County, Alabama, in Deed Book 303, Page 318; thence turn to the right and run North 35 deg. 3' East 526 feet, along the Southeasterly boundary of the property previously deeded to grantees, to the Northeasterly corner thereof; thence turn to the right and run Southeasterly, parallel with the Southerly right of way of U.S. Highway #280 a distance of 239 feet, more or less, to a wild cherry tree; thence turn to the right and run 210 feet, more or less, to the point of beginning at the Oak Tree. Situated in Shelby County, Alabama.

(CONTINUED BELOW)

STATE OF ALABAMA
SHELBY COUNTY

I, Ralph Parker, a Notary Public in and for this county, certify that Jack W. Thomas & wife, Minnie Lee Thomas 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 this instrument, executed it voluntarily on the day the same bears date.

Given under my hand and seal, this 8th day of December, 1980.



[Signature]
NOTARY PUBLIC

One 1972 Titan 12' x 65' Mobile Home located in the S½ of SW¼ of Section 1, Township 20, Range 2 East, Shelby County, Alabama.

This instrument was prepared by Ralph Parker, %Coosa Pines Federal Credit Union, Coosa Pines, Alabama 35044.

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

NO TAX COLLECTED

1980 DEC 11 AM 9:07 Rec. 3.00

[Signature] Ind. 1.00