

J-49807
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|--|---------|-------------------|---------|
| NO | 1-23-81 | LOAN DATE | 1-23-81 |
| POWER | 1-23-81 | TOTAL OF PAYMENTS | 1-23-81 |
| SPOUSE | 1-23-81 | AMOUNT FINANCED | 1-23-81 |
| FINANCE CHARGE | 1-23-81 | FIRST PAYMENT DUE | 2-23-81 |
| DATE OF MATURITY AND FINAL PAYMENT DUE | 1-23-81 | | |

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by an Agreement of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said Agreement when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same when due, together with any and all other indebtedness now owing as well as any indebtedness that may be hereafter incurred before payment is made of the debt evidenced hereon, the said Mortgagors (husband and wife) have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County and State of Alabama, to-wit:

BOOK 409 PAGE 505

FOR LEGAL DESCRIPTION SEE ATTACHED SCHEDULE "A"

19810127000009600 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
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Shelby County Savings & Loan (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of the debt evidenced by the foregoing instrument, and any other indebtedness owing by said Mortgagors to the Mortgagee before the full payment of this mortgage. Mortgagors do hereby agree to pay, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of the debt evidenced by the foregoing instrument, and any other indebtedness owing by said Mortgagors to the Mortgagee before the full payment of this mortgage. Mortgagors do hereby also agree to payment in addition to the indebtedness evidenced by said loan agreement, the interest thereon, and the renewals or extensions of said Agreement for any part thereof, whether evidenced by separate instruments or not, and the sum hereof or hereafter advanced by Mortgagee to or for the account of said Mortgagors, and for the payment of any and all other debts, direct or contingent liabilities of Mortgagors (or any one of them) of any nature whatsoever owing to Mortgagee, and the performance of the covenants of this instrument, and the performance of all other mortgages, security agreements and/or other instruments or documents of Mortgagors (or any one of them) and held by Mortgagee. Said Agreement provides, in certain instances, for the payment by Mortgagors of attorney's fees, which are hereby secured hereunder.

UPON CONVEYANCE, HOWEVER, That if said Mortgagors pay said indebtedness along with other loans and advances to the Mortgagee by Mortgagee and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon become due at maturity, or should the interest of said Mortgagee or its assigns in said property become endangered by reason of the enforcement of any mortgage or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 30 days' notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is situated, to sell the same, as a whole or in parcels, in front of the courthouse door, of 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 not exceeding 15% of the unpaid debt after default if the original principal amount of this loan is more than Three Hundred Dollars (\$300.00); and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note in full, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor; and they further agree to pay a reasonable attorney's fee to said Mortgagee or its assigns for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

WITNESS our hands and seals this 23rd day of January 19 81.

WITNESS: [Signature] X [Signature] (SEAL)

WITNESS: [Signature] X [Signature] (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, the undersigned, a Notary Public, hereby certify that William E. Bond and an unmarried man whose names 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 conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 23rd day of January, A.D. 19 81.

My commission expires 2-13-82

[Signature] Notary Public

See return in m. Book 42 Page 836

Acct.

William E. Bond
Rt 1 Box 51 A
Shelby, Alabama 35143
11009-8
J-49807

19810127000009600 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
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SCHEDULE "A"

Lot 14, in LaCoosa Estates, as shown on Plat recorded in the Probate Office of Shelby County, Alabama, in Map Book 5, Page 35. EXCEPT that part conveyed to C. G. Spradling and Company, in Deed Book 323, Page 267, described as follows:

BOOK 409 PAGE 506
That part of Lot 14 of LaCoosa Estates, as recorded in Map Book 5, Page 35, in the Office of the Judge of Probate in Shelby County, Alabama, more particularly described as follows: Begin at the Northwest corner of said Lot 14, said point also being the Northeast corner of Lot 15, said point also being on the Southerly right-of-way line of River Drive; thence in a Southeasterly direction along the Southwest line of said Lot 14, a distance of 349.18 feet; thence 139 degrees 38 minutes 51 seconds left in a Northeasterly direction a distance of 5.8 feet; thence 36 degrees 21 minutes 39 seconds left in a Northwesterly direction a distance of 186.99 feet; thence 3 degrees 24 minutes 30 seconds left in a Northwesterly direction a distance of 71.8 feet; thence 12 degrees 02 minutes 00 seconds left in a Northwesterly direction a distance of 88.18 feet to the point of beginning.

Witness

Notary

My Commission Expires February 13, 1982

William E. Bond

NOTARY PUBLIC
SHELBY COUNTY, ALABAMA
1981 JAN 27 AM 8:46

Notary Fee 52.00
Exp. Fee 3.00
Sub. 1.00
56.00

Judge of Probate

Notary Public

My commission expires

2-13-82

ORIGINAL