

THE STATE OF ALABAMA

Know All Men By These Presents:

Jefferson County.

That for and in consideration of James H. Godfrey, Jr. and wife, Nida T. Godfrey indebtedness to Iron and Steel Credit Union, in the sum of \$6,214.00

Six Thousand Two Hundred Fourteen and 00/100*****Dollars

evidenced by one promissory note dated February 25, 1981

and payable according to the terms of said note.

NOW, THEREFORE, the said James H. Godfrey, Jr. and wife, Nida T. Godfrey Mortgagors, in consideration of said indebtedness and as security for the payment of the said principal sum and interest and the performance of the covenants and agreements herein contained, and as security for the payment of any future indebtedness, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by promissory note or notes of Mortgagors, such additional note or notes to be identified by recital therein that it or they are secured by this mortgage and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, do by these presents, grant, bargain, sell and convey unto the said Iron and Steel Credit Union, Mortgagee, its successors or assigns,

the following described real estate in Shelby County, Alabama,

to-wit: Lot 2, Block 3, according to the Plat of Kerry Downs, a subdivision of Inverness, as recorded in Map Book 5, Pages 135-136, in the Office of the Judge of Probate of Shelby County, Alabama.

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NO TAX COLLECTED

Warranted free from all encumbrances and against any adverse claims.

Upon condition, however, That if they pay said note to the said Iron and Steel Credit Union, or their assigns with interest this deed to be void; but if they fail to pay said indebtedness in whole or in part at maturity, then the entire indebtedness hereby secured shall become due and payable and the said Iron and Steel Credit Union, their agents or assigns are authorized to take possession of said property, after giving ten days notice by writing to the last known address of the Mortgagors and said Mortgagees shall then be authorized and empowered to sell the same at auction to the highest bidder, for cash, in front of the court house door in said county, and the proceeds devote to the paying first the expense of advertising and selling, and the payment of a reasonable attorney's fee for foreclosing this mortgage, and second, the amount with interest that may be due on said note and the surplus, if any, to be turned over to the undersigned. And the mortgagees or their assigns are authorized to bid for said property and become the purchaser at said sale.

It is agreed between the parties hereto that this mortgage may not be assumed by any third party and the entire indebtedness due hereunder shall become due and payable at once without further notice or demand in the event the mortgagors herein shall at any time convey their interest, or any part thereof, to a third party.

Witness our hand and seal this 25 day of February, 1981.

Subscribing witness:

**Iron And Steel
Credit Union**

1200 FOURTH AVE. NORTH
P. O. BOX 11319
BIRMINGHAM, ALABAMA 35202

James H. Godfrey, Jr.

Nida T. Godfrey

THE STATE OF ALABAMA

Jefferson

County

I, the undersigned

19810227000022970 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
02/27/1981 00:00:00 FILED/CERTIFIED

a Notary Public in and for said County, in said State, hereby

certify that James H. Godfrey, Jr. and wife, Nida T. Godfrey

whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day, that, being informed of the contents of this conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 25th day of February A. D. 19 81

Robert William Smith

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
Exempt
1981 FEB 27 AM 9:30
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED

THE STATE OF ALABAMA

County

MORTGAGE

TO

BIRMINGHAM, ALABAMA 35202

WOMEN'S UNION

Judge of the Probate Court of said County,
hereby certify that the foregoing conveyance
was filed for registration in this office

on the day of ,

19 , and was recorded in Vol.

Books of Deeds, Pages

on the days of , 19 .

Judge of Probate.

Recording Fee, \$.

State Tax \$.