

This mortgage paid in full and satisfied this

the 19 day of March 1984

Avondale Sylacauga Employees
Federal Credit Union

BY James R. Nelson
FILED VOL 35-147-111 IN ACT
53-669

STATE OF ALABAMA
COUNTY OF ~~TALLADEGA~~
Shelby

198

MORTGAGE

Prepared by: Hugh Bazemore, Jr
City: Syla
State: Ala

Whereas the undersigned James R. Nelson & wife Ethel C. Nelson (herein called
Mortgagor), is justly indebted to AVONDALE SYLACAUGA EMPLOYEES FEDERAL CREDIT UNION (herein called
Mortgagee), in the sum of Eighty three hundred fifty seven & 26/100 Dollars (\$ 8357.26
and may become indebted to the Mortgagee in additional amounts, payable as provided in the note of the Mortgagor,

Now therefore, to secure the prompt payment of the above indebtedness and any other indebtedness owing by the Mortgagor to the Mortgagee, whether or not related to the above mentioned note, without limitation as to amount, whenever advanced, and whenever due, before the full payment and satisfaction of record of this mortgage, the Mortgagor has granted, bargained, sold, aliened, conveyed, and by these presents does hereby grant, bargain, sell and convey unto the Mortgagee the following described

property situated in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of the E $\frac{1}{2}$ of Fraction "E", Section 29, Township 19 South, Range 3 East, thence run South along the East line of said Fraction "E" a distance of 592.20 feet to the Northeast margin of Glaze Ferry Road; thence turn an angle of 52 deg. 22 min. 39 sec. to the left and run along said Road a distance of 57.62 feet; thence turn an angle of 3 deg. 03 min. 02 sec. to the left and run a distance of 244.56 feet; thence turn an angle of 86 deg. 11 min. 24 sec. to the right and run a distance of 98.50 feet; thence turn an angle of 8 deg. 34 min. 22 sec. to the right and run a distance of 186.46 feet; thence turn an angle of 4 deg. 55 min. 31 sec. to the right and run a distance of 127.09 feet; thence turn an angle of 14 deg. 44 min. 13 sec. to the right and run a distance of 194.98 feet; thence turn an angle of 4 deg. 57 min. 03 sec. to the right and run a distance of 223.95 feet; thence turn an angle of 00 deg. 13 min. 08 sec. to the right and run a distance of 99.51 feet to the point of beginning, being the Northwest corner of the Walter E. Ward lot; thence turn an angle of 85 deg. 31 min. 59 sec. to the left and run along the West line of said Walter E. Ward lot a distance of 175 feet; thence turn an angle of 86 deg. 25 min. 55 sec. to the right and run a distance of 104.34 feet to a point; thence turn an angle of 03 deg. 33 min. 57 sec. to the right and run a distance of 110.21 feet; thence run in a Northwesterly direction, parallel to the West line of the Walter E. Ward lot as previously described and run a distance of 237.21 feet to a point; thence run in a Southeasterly direction a distance of 232.5 feet to the point of beginning.

The North 15 feet of the above described property is reserved for road right-of-way. LESS AND EXCEPT that portion of above described property conveyed to Lawrence W. & Laura Frances Ward by deed dated July 16, 1981, and recorded in Deed Book 334, Page 244, in Probate Office of Shelby County Situated in Shelby County, Alabama.

BOOK 415 PAGE 255

together with all the hereditaments and appurtenances thereunto belonging, and all fixtures now and hereafter attached to or on this property,

To have and to hold the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and its successors and assigns.

And the Mortgagor hereby covenants that he is seized of said property in fee simple, and has a good right to sell and convey the same; and that the Mortgagor, and his heirs, and assigns will forever defend the same unto the Mortgagee, its successors and assigns, against the claims of all persons whomsoever.

This mortgage is made subject to the following covenants, conditions, and agreements:

1. The Mortgagor will promptly perform all agreements herein contained, including those for the payment of money, and while there is no default therein shall retain possession of the mortgaged property. Mortgagor reserves the right to prepay, without penalty, all or any part of the indebtedness secured hereby.

2. As to any personal property described above, Mortgagor agrees to keep same in possession of Mortgagor, to keep same in good condition, to use same only for legal purposes and not remove same from county where located as stated above.

3. Mortgagor will maintain hazard and liability insurance, of such types and amounts and with such companies as may be approved by the Mortgagee, such policies to include loss payable clause in favor of the Mortgagee. In the event of loss, the Mortgagee is authorized to make claim, settlement, and credit the proceedings to the indebtedness secured hereby. Mortgagor shall maintain such insurance at the expense of Mortgagor.

4. If the Mortgagor fails to insure the property as herein provided, or pay all taxes or assessments or other claims, charges, or liens against same, the Mortgagee may, at its option, buy such insurance or pay such claims, charges, or liens and any money so paid shall constitute an additional debt secured hereby, immediately due and payable. Mortgagor agrees to keep said property in good condition, and shall make no structural changes thereon without the written consent of the Mortgagee, and agrees to pay all taxes, assessments, and other claims, charges, or liens that may become liens upon said property.

5. If the Mortgagee employs an attorney relative to any charge or lien or claim of charge or lien relative to the property here mortgaged, relative to any cloud on the title of the property here mortgaged, or relative to any lien, charge, or claim of same, or if any action be brought for the breach of any obligation hereunder, the Mortgagor will pay, in addition to all other sums provided herein, a reasonable fee to an attorney relative to such matters, and if such fee is paid or incurred by the Mortgagee, the same shall be an additional debt secured by this mortgage, immediately due and payable.

6. If the Mortgagor shall fail to pay any part of any payment due hereunder, when due, or breach or fail to do or perform any other covenant, agreement act or thing herein required or agreed to be done or performed, in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, without notice, become immediately due and payable, and the Mortgagee shall have the right to immediate possession of the mortgaged property, and after or without taking possession of said property, to sell same at public sale after giving 30 days notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said County. The proceeds of such sale shall be applied (1) to the cost of the sale, including attorney's fees, (2) to all indebtedness secured hereby, and (3) any remainder refunded to the Mortgagor. The Mortgagee may bid at such sale and purchase such property.

7. If the Mortgagor shall well and truly do and perform all things required herein, and pay all of his indebtedness to the Mortgagee, whether or not related to the debt herein specifically referred to, without limitation as to amount or when advanced, then this conveyance shall be null and void; otherwise it shall continue in full force and effect.

8. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine gender shall include all genders.

Given under our hands and seals this 31 day of Aug, 19 81.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 SEP -8 AM 9:34
JAMES R. NELSON (SEAL)
ETHEL C. NELSON (SEAL)
NO TAX COLLECTED (SEAL)
JUDGE OF PROBATE (SEAL)

STATE OF ALABAMA
COUNTY OF Talladega

Rec. 3.00
Sub. 1.00
4.00

I, P. Hugh Bazemore, Jr, a Notary Public in and for said County, in said State, hereby certify that James R. Nekson & wife Ethel C. Nelson 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of Aug, 19 81.

Avondale Sylacunga Employees
Federal Credit Union
P.O. Box 641
Sylacunga, AL 35150

P. Hugh Bazemore, Jr
Notary Public