

NAME: John L. Cole, Attorney  
1117 South 14th Street  
 ADDRESS: Birmingham, Alabama 35205  
 MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama



19811001000105470 Pg 1/2 .00  
 Shelby Cnty Judge of Probate, AL  
 10/01/1981 00:00:00 FILED/CERTIFIED

## State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned  
 Leonard Thomas Campbell and wife, Marilyn M. Campbell  
 justly indebted to University Credit Union, a corporation  
 in the sum of Five Thousand Two Hundred Ninety Two & no/100---(\$5,292.00)--Dollars  
 evidenced by one promissory note of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when  
 the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at  
 maturity, the undersigned, Leonard Thomas Campbell and wife, Marilyn M. Campbell  
 do, or does, hereby grant, bargain, sell and convey unto the said University Credit Union, a corporation  
 (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 64, according to the Survey of Southern Hills, as recorded in  
 Map Book 7, page 72 in the Office of the Judge of Probate of  
 Shelby County, Alabama. Mineral and mining rights excepted.

This mortgage is secondary to that certain mortgage from Leonard Thomas  
 Campbell and wife, Marilyn M. Campbell to Molton, Allen and Williams, Inc.  
 in Mortgage Book 395, page 84, and assigned to Federal National Mortgage  
 Association in Misc. Volume 32, page 806, Shelby County, Alabama. In the  
 event this hereinabove mortgage is declared in default, the University  
 Credit Union or its successors or assigns shall have a right to declare  
 this mortgage to University Credit Union in full and demand full payment  
 of same.

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 Mortgagee for taxes, as-  
 sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered  
 by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-  
 gagee 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 in-  
 dangered 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 Mort-  
 gagee 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 pub-  
 lished 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-

NO TAX COLLECTED



on; Third, to the payment of said indebtedness 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 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 fact, and undersigned 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 hands and seals

on this the 29th day of September

WITNESSES:

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

1981 OCT -1 AM 10:07

NO TAX COLLECTED

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE  
Rec. 3.00  
Ind. 1.00  
4.00

19 81  
*Leonard T Campbell* (Seal)  
Leonard Thomas Campbell

*Marilyn M Campbell* (Seal)  
Marilyn M. Campbell (Seal)

STATE OF Alabama

Shelby

County

General Acknowledgement

I, the undersigned, John L. Cole

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

hereby certify that Leonard Thomas Campbell and wife, Marilyn M. Campbell

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 official seal this 29th day of September 19 81

*John L. Cole*  
Notary Public.

STATE OF

COUNTY OF

Corporate Acknowledgement

I, \_\_\_\_\_  
said State, hereby certify that  
whose name as \_\_\_\_\_

a Notary Public in and for said County, in

President of  
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.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

John L. Cole, Atty.  
Return to 1117 So. 14th Street  
B'ham, Ala. 35205

Leonard Thomas Campbell  
and wife, Marilyn M.  
Campbell

TO

University Credit Union,  
a corporation

MORTGAGE

This Form Furnished By  
ALABAMA TITLE CO., INC.  
615 North 21st Street  
Birmingham, Alabama