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THIS INSTRUMENT PREPARED BY:

NAME: Kathy Rawls for
Service Corporation of Alabama

ADDRESS: 212 North 21st Street
Birmingham, Alabama 35203

MORTGAGE - Birmingham, Alabama

State of Alabama

JEFFERSON COUNTY

Know All Men By These Presents, that whereas the undersigned Edward M. McDonough and wife, Glenda S. McDonough justly indebted to Service Corporation of Alabama

in the sum of **FIFTY THOUSAND TWO HUNDRED ELEVEN & 00/100**DOLLARS (\$50,211.00)

evidenced one promissory note of even date herewith, payable in monthly installment of TWO HUNDRED SEVENTY EIGHT AND 95/100***DOLLARS (\$278.95) payable on the 20th day of each month, beginning March 20, 1982

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, Edward M. McDonough and Glenda S. McDonough

do, or does, hereby grant, bargain, sell and convey unto the said Service Corporation of Alabama

(hereinafter called Mortgagee) the following described real property situated in

Amt. Fin-\$19500.00
Interest- 30711.00
TOTAL - \$50211.00

BOOK 418 PAGE 628
Shelby County, Alabama, to-wit:
Southwest 1/4 of the Southeast 1/4 of Section 17, Township 20 South, Range 2 West Shelby County, Alabama more particularly described as follows: Commence at the most Southerly corner of lot 37 of DEER SPRINGS ESTATES, Third Addition, as recorded in Map Book 6, page 5, in the office of the Judge of Probate in Shelby County, Alabama, thence in a Southwesterly direction, along the Northwestern right of way line of Houston Drive (extended), a distance of 364.35 feet, thence 90 degrees 08 minutes 05 seconds left, in a southeasterly direction, a distance of 62.03 feet to the point of beginning, said point being on the center line of a 30-foot wide easement for a roadway, thence 110 degrees 42 minutes 25 seconds right, in a Southwesterly direction, along the center line of said easement, a distance of 61.24 feet, thence 15 degrees 24 minutes 09 seconds left, in a Southwesterly direction along said center line a distance of 176.50 feet, thence 93 degrees 17 minutes 30 seconds left, in a Southeasterly direction, a distance of 181.71 feet, thence 53 degrees 47 minutes 51 seconds left, in an Easterly direction, a distance of 75.99 feet, thence 46 degrees 01 minute 01 second left, in a Northeasterly direction, a distance of 315.14 feet, thence 85 degrees 17 minutes 06 seconds left, in a northwesterly direction, a distance of 61.04 feet, thence 116 degrees 33 minutes 50 seconds right, in a northeasterly direction, a distance of 90.76 feet, thence 112 degrees 55 minutes 18 seconds left, in a Northwesternly direction, a distance of 124.60 feet to a point on the southeasterly right of way line of Houston Drive (extended), thence 90 degrees 25 minutes 15 seconds left, in a southwesterly direction, along said Right of Way Line (extended), a distance of 69.95 feet, thence 73 degrees 33 minutes 21 seconds left, in a southeasterly direction, a distance of 30.13 feet to a point on the center line of a 30-foot wide easement for a roadway, thence 85 degrees 12 minutes 27 seconds right, in a southwesterly direction, along said center line, a distance of 94.19 feet, thence 13 degrees 55 minutes 46 seconds right, in a Southwesterly direction, along said center line, a distance of 47.21 feet to the point of beginning.
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, assessments 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 Mortgagee 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 endangered 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 Mortgagee 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 published 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

Service Corporation of Alabama
Subsidiary of City Federal Savings and Loan Association

Suite 518 City Federal Building
2026 2nd Avenue, North
Birmingham, Alabama 35203

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