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THIS INSTRUMENT PREPARED BY:

Kathy Rawls for; Service Corporation of Alabama

212 North 21st Street
Birmingham, Alabama 35203

MORTGAGE -

Birmingham, Alabama

State of Alabama

JEFFERSON COUNTY

Enom 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 201 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,

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 \aleph_{viv} 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 Alabam

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

Amt. Fin-\$19500.0 Interest * 30711.0 TOTAL -\$50211.0

중 She1by 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 Coun Alabama, thence in a Southwesterly direction, along the Northwesterly right of wa 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 t the point of beginning, said point being on the center line of a 30-foot wide eas ment 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 Southesterly 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 north westerly direction, a distance of 61.04 feet, thence 116 degrees 33 minutes 50 se onds right, in a northeasterly direction, a distance of 90.76 feet, thence 112 degrees 55 minutes 18 seconds left, in a Northwesterly 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 dire tion, along said Right of Way Line (extended), a distance of 69.95 feet, thence 7 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, alor said center line, a distance of 94.19 feet, thence 13 degrees 55 minutes 46 secon the point of beginning.

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 to: nado 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 indangered 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 cased, 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 herby 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 nonveying, including a reasonble 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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FORM 801-05 8/78 .

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been expended or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; 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 17th day of February WITNESSES:	19 82		_
The state of ALA. SHELBY I Free 3.00 TOTAL WAS FI Judge of Probate	: 1 6	Edward M. M. Glenda S. M.	Mach (Seal)
STATE OF ALABAMA JEFFERSON County	Genera	l Acknowledgemen	t
I, the undersigned.		, a Notary Public in	and for said County in Said State
hereby certify that Edward M. McDonough a	and wife	, Glenda S. Mo	Donough
whose nameare signed to the foregoing conveyance, and			
Given under my hand and official seal this 17thy	of Febru	arv 10 82	Notary Public.
STATE OF COUNTY OF	Corpor	ate Acknowledgem	ent
I, said State, hereby certify that whose name as President of a corporation, is signed to the foregoing convert this day that, being informed of the contents of executed the same voluntarily for and as the se	the conve	who is known to me	c in and for said County, in a acknowledged before me on ficer and with full authority,
Given under my hand and official seal, thi	is the	day of	, 19
		- , . <u> </u>	Notary Public

Service Corporation of Alabama abama 35203 212 North 21st S Birmingham, Al

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