

(Name) DOUGLAS L. KEY, ATTORNEY AT LAW2100 11th Avenue North(Address) Birmingham, AL 35234MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Vester Wayne Causey and wife, Donna Rae Causey

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

APCO EMPLOYEES CREDIT UNION

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fifteen Thousand One Hundred and no/100 ----- Dollars
 (\$ 15,100.00), evidenced by one promissory installment note bearing even date
 herewith with interest at the rate of 16.2 percent per annum from date
 and payable in one hundred twenty (120) monthly installments of \$254.85
 each, the first installment shall be due and payable on May 9, 1982, after
 date hereof, and one such remaining installment shall be due on the same
 day of month thereafter until the entire indebtedness evidenced hereby
 shall have been fully paid.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
 payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

NO TAX COLLECTED

Vester Wayne Causey and wife, Donna Rae Causey

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
 real estate, situated in Shelby County, State of Alabama, to-wit:

That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 21 South, Range
 1 East, Shelby County, Alabama, described as follows: Begin at the north-
 east corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, thence run West along the north line of
 said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 350 feet; thence turn left 91 degrees 16
 minutes 15 seconds for a distance of 250 feet; thence turn left 88 degrees
 43 minutes 45 seconds for a distance of 350 feet to a point on the East
 line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 91 degrees 16 minutes 15 seconds
 and run North along said East line a distance of 250 feet to the point of
 beginning.

ALSO, the following described perpetual easement and right of way for ingress
 and egress to the above described real estate over and across the NE $\frac{1}{4}$ of the
 SW $\frac{1}{4}$ of Section 21, Township 21 South, Range 1 East, Shelby County, Alabama,
 described as follows: Begin at a point on the south margin of a paved road
 which point is at a 90 degree angle 30 feet West of the East line of the
 NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 21; thence run south and parallel with the
 East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to a point on the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section
 which point is 30 feet West of the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section;
 thence run East 30 feet along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; to the
 southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence run North along the East line of
 said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 1084 feet, more or less, to the point of
 intersection with the south margin of the same paved public road; thence
 run West along the South margin of the same paved public road to the point
 of beginning.

This mortgage is second and subordinate to that certain first mortgage in
 favor of Jefferson Federal Savings and Loan Association of Birmingham
 recorded in Volume 373, page 668 in the Probate Office of Shelby County,
 Alabama.

NON ASSUMPTION AND TRANSFER CLAUSE: If all or any part of the property or
 an interest therein is sold or transferred by Borrower(s) without Lender's
 prior written consent, Lender may, at Lender's option, declare all the sums
 secured by this mortgage to be immediately due and payable and subject to
 any remedies as outlined herein.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 419 PAGE 831

See Release made by DE 57-pg. 268- (6-27-84)

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Vester Wayne Causey and wife, Donna Rae Causey have hereunto set their signatures and seal, this 9th day of April, 1982.

VESTER WAYNE CAUSEY
DONNA RAE CAUSEY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

1982 APR 13 AM 8:21

THE STATE of ALABAMA
JEFFERSON COUNTY
JUDGE OF PROBATE

Rec 3.00
Jud 1.00
4.00

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Vester Wayne Causey and wife, Donna Rae Causey,

whose name s/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 9th day of April, 1982.

Notary Public.

THE STATE of COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as 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 such 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

DOUGLAS KEY, ATTORNEY
2100 - 11TH AVENUE NORTH
BIRMINGHAM, AL 35204

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203