

his instrument was prepared by  
LARRY L. HALCOMB ✓  
(Name) ATTORNEY AT LAW  
3512 OLD MONTGOMERY HIGHWAY  
(Address) HOMewood, ALABAMA 35209

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MORTGAGE—LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
COUNTY OF JEFFERSON }

James E. Alldredge and wife, Doris A. Alldredge

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

Charles Harold Barrier and Ginger Moss Barrier

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

of Nineteen thousand eight hundred and no/100 —  
(\$ 19,800.00 ), evidenced by promissory note of even date herewith, having a final maturity  
of August 1, 1984.

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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,

James E. Alldredge and wife, Doris A. Alldredge

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

See attached legal description.

This is a purchase money mortgage.

It is understood and agreed that should mortgagors default under the terms and  
conditions of the mortgage to United Federal Savings & Loan Association, which said  
mortgage is recorded in Real Volume 1392, page 376, Probate Office of Jefferson  
County, Alabama the said default shall constitute a default herein.

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

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.

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BOOK

IN WITNESS WHEREOF the undersigned James E. Alldredge and wife, Doris A. Alldredge have hereunto set our signature S and seal, this 29th day of July , 19 82

*James E. Alldredge* (SEAL)  
*Doris A. Alldredge* (SEAL)  
..... (SEAL)

..... (SEAL)

THE STATE of ALABAMA }  
JEFFERSON COUNTY }

I, Larry L. Halcomb , a Notary Public in and for said County, in said State, hereby certify that James E. Alldredge and wife, Doris A. Alldredge

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 July , 19 82  
*7/29/82* Notary Public.

THE STATE of }  
COUNTY }

My Commission Expires 1/23/86  
, a Notary Public in and for said County, in said State,

I, 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

LARRY L. HALCOMBE  
ATTORNEY AT LAW  
3512 OLD MONTGOMERY HIGHWAY  
MONROEWOOD, ALABAMA 35203  
Return to: MONROEWOOD, ALABAMA 35203

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20TH STREET  
BIRMINGHAM, ALABAMA 35203

Unit 5-6, in Windhover, a Condominium located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium recorded in July 23, 1982, in Real Volume 1197, Page 689, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12, Page 1, in the Probate Office of Shelby County, Alabama, as amended by Amendments of Declaration of Condominium recorded in Real Vol. 1200, Page 637, in Real Volume 1385, Page 91, and Real Volume 1388, Page 152, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12, Page 196; in Misc. Book 18, Page 28; and in Misc. Book 18, Page 613, in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, a Condominium, as set out in Exhibit "B" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said unit being more particularly detailed in the plans and drawings of said Condominium as recorded in Map Book 107, Page 26, in the Probate Office of Jefferson County, Alabama, and in Map Book 6, Page 52, in the Probate Office of Shelby County, Alabama, as amended by revised or supplemental plans recorded in Map Book 107, Page 32, and in Map Book 111, Page 34, in the Probate Office of Jefferson County, Alabama, and in Map Book 6, Page 55 and in Map Book 6, Page 133, in the Probate Office of Shelby County, Alabama. The Condominium property of Windhover is partially situated in Jefferson County and partially in Shelby County, Alabama.

Situated in Jefferson and Shelby County, Alabama.

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

1982 AUG -4 AM 10:48

*Judge pd. in Jeff. Co.*

*John G. Johnson*

JUDGE OF PROBATE

Rec. 4.50  
Jud 1.00  
5.50

STATE OF ALA. JEFFERSON CO.

I CERTIFY THIS STATEMENT

REAL

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JUL 30 2 53 PM '82

*REC'D 7-31-82 JFH*  
RECEIVED  
POST OFFICE DEPARTMENT.

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35.20