

STATE OF ALABAMA  
SHELBY COUNTY

THIS INSTRUMENT WAS PREPARED BY RALPH PARKER,  
%COOSA PINES FEDERAL CREDIT UNION, COOSA PINES,  
ALABAMA 35044.

THIS MORTGAGE, entered into on this the 2nd day of August, 1982, by  
and between COOSA PINES FEDERAL CREDIT UNION, hereinafter called Mortgagee, and  
Walter E. Ward and wife Judy Ann Ward, hereinafter  
called Mortgagor:

WITNESSETH: That the Mortgagor has become justly indebted to the Mortgagee in the sum  
of Twenty-Three Thousand Fifty-Two and 10/100----- Dollars, which is evidenced  
as follows:

One promissory note of even date in the principal amount of Twenty-Three  
Thousand Fifty-Two and 10/100 Dollars (\$23,052.10), with interest on  
the unpaid balance at the rate of 1 4/10% per month payable in 144 installments  
of \$372.78 each; the first payment to be made on August 30, 1982, and the  
same amount each month thereafter until the full amount has been paid.

In order to secure the above described indebtedness or any renewal thereof, and also to secure any other  
existing indebtedness owed by the Mortgagor and to secure any future advances made in addition to the principal  
amount while any portion of this indebtedness remains outstanding, the Mortgagor does hereby bargain, sell and

convey to the Mortgagee the following described property situated in SHELBY County, Alabama:

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Parcel A: Commence at the SW corner of that certain lot owned by Floyd Macon, which is part of and lies within the West Half of the NW $\frac{1}{4}$  of Section 28, Township 19, Range 3 East; said point being marked by an iron stob; from said point run in a Southeasterly direction along the SW lines of Floyd Macon lot, the Clyde Glaze lot, and the Ada Ransom lot and along the L. E. McDaniel lot and along the center of an 18 foot private dirt road 865 feet to the point of beginning of the lot herein conveyed; from said point continue along the last described route 100 feet to a point; thence turn to the left 90 degrees and run in a Northeasterly direction parallel with the Southeast line of Lot #6, 175 feet; thence turn to the left 90 degrees and run in a Northwesterly direction parallel with the Southwest line of said Lot 100 feet; thence turn to the left and run 175 feet, more or less, to the point of beginning of the lot herein conveyed; said lot being otherwise known as Lot #7 and being a part of and lying in the North Half of the NW $\frac{1}{4}$  of Section 28, Township 19, Range 3 East, Shelby County, Alabama.

Parcel B: Commence at the Northeast corner of the E $\frac{1}{2}$  of Fraction "E", Section 29, Township 19 South, Range 3 East, thence run South along the East line of said Fraction "E" a distance of 592.20 feet to the Northeast margin of Glaze Ferry Road; thence turn an angle of 52 degrees 22 minutes 39 seconds to the left and run along said Road a distance of 57.62 feet; thence turn an angle of 3 degrees 03 minutes 02 seconds to the left and run a distance of 244.56 feet; thence turn an angle of 86 degrees 11 minutes 24 seconds to the right and run a distance of 98.50 feet; thence turn an angle of 8 degrees 34 minutes 22 seconds to the right and run a distance of 186.46 feet; thence turn an angle of 4 degrees 55 minutes 31 seconds to the right and run a distance of 127.09 feet; thence turn an angle of 14 degrees 44 minutes 13 seconds to the right and run a distance of 194.93 feet; thence turn an angle of 4 degrees 57 minutes 03 seconds to the right and run a distance of 223.95 feet; thence turn an angle of 00 degrees 13 minutes 08 seconds to the right and run a distance of 99.51 feet to the point of beginning, being the Northwest corner of the Walter E. Ward lot; thence turn an angle of 85 degrees 31 minutes 59 seconds to the left and run along the West line of said Walter E. Ward lot.

TO HAVE AND TO HOLD the above described property, together with the tenements and appurtenances belonging thereto or otherwise appertaining to the Mortgagee, the heirs or successors and assigns of Mortgagee, in fee simple. And the Mortgagor covenants that the above described property is owned in fee simple and that Mortgagor has the right to sell and convey it; that the property is free from all liens and encumbrances and Mortgagor will warrant and will forever defend the title of this property to the Mortgagee, the heirs or successors and assigns of Mortgagee, from and against the lawful title, claims, and demands of all persons.

This conveyance is made upon the following conditions and stipulations:

The Mortgagor agrees to insure the buildings on the premises, and all other of the Mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or wind-storm, for a sum equal to the indebtedness secured, with loss payable to Mortgagee as the interest of Mortgagee may appear. The Mortgagor agrees to assess the mortgaged property for taxation and to pay all taxes and assessments which come due on the mortgaged property during the term of this mortgage. If the Mortgagor fails to pay the taxes and assessments, or to insure the property, then the Mortgagee may insure and pay for it, and pay the taxes and assessments, and this conveyance shall stand as security for these payments with the maximum rate of interest thereon from the date of payment, and such sums shall be payable to Mortgagee on demand. The Mortgagor agrees to pay a reasonable attorney's fee for collecting the indebtedness secured or for foreclosing this mortgage, either under the powers contained herein or in a court of competent jurisdiction.

If the Mortgagor performs all of the stipulations and agreements and pays all of the indebtedness secured as it becomes payable, including interest thereon, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of Mortgagor to keep any of the stipulations and agreements, or to pay any or all of the indebtedness when it becomes payable, then the Mortgagee may enter upon and take possession, sell the mortgaged property at public outcry in front of the Courthouse in the county where the property or a part thereof is located, to the highest bidder for cash, after first giving notice of the time, place, and terms of the sale together with a description of the property to be sold, by publication once a week for three successive weeks prior to the sale in some newspaper published in the county where the property or any material part thereof is located. The proceeds of the sale shall be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting the indebtedness; (2) to payment of such sums that have been paid by the Mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on the indebtedness with interest; (4) the balance, if any, to be paid to the Mortgagor.

In the event of such sale the auctioneer is empowered, in the name of and as attorney for Mortgagor to execute a deed to the purchaser at the sale. The Mortgagee may purchase at such sale as if a stranger to this mortgage.

Should the Mortgagor become voluntary or involuntary bankrupt, then the whole of the indebtedness secured may, at the option of the Mortgagee, be declared immediately due and payable.

Wherever used herein, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include other genders, when applicable, and related words shall be changed to read as appropriate.

IN WITNESS WHEREOF, the Mortgagor has set his hand and seal, on the day and year written above.

Walter E. Ward (L.S.)

Judy Ann Ward (L.S.)

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CONTINUATION OF DESCRIPTION:

a distance of 175 feet; thence turn an angle of 86 degrees 25 minutes 55 seconds to the right and run a distance of 104.34 feet to a point; thence run in a Northwesterly direction, parallel to the West line of the Walter E. Ward lot a distance of 208.75 feet to a point; thence run in a Southeasterly direction a distance of 117.01 feet to the point of beginning. Situated in Shelby County, Alabama. The North 15 feet of the above described property is reserved for road right-of-way.

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

NO TAX COLLECTED

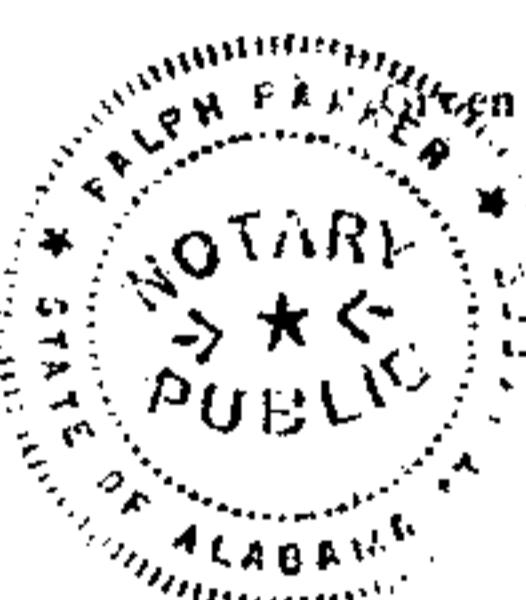
1982 AUG -5 AM 8:57 Rec 3.00  
1.00  
4.00

Thomas A. Johnson, Jr.  
JUDGE OF PROBATE

STATE OF ALABAMA  
SHELBY COUNTY

I, Ralph Parker, a Notary Public in and for this county, certify

that Walter E. Ward & wife Judy Ann Ward whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, executed it voluntarily on the day the same bears date.



written under my hand and seal, this 2nd day of August, 19 82.

Ralph Parker  
NOTARY PUBLIC