

(Name) Coy M. Cooper of HOLT & COOPER
(Address) 529 Frank Nelson Building, Birmingham, Alabama 35203

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MYRA J. McGEHEE and husband, LEON C. McGEHEE,

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

CARRAWAY METHODIST FEDERAL CREDIT UNION

(hereinafter called "Mortgagee", whether one or more), in the sum
of Seven Thousand Five Hundred and 00/100 (\$7,500.00)-----Dollars
(\$ 7,500.00), evidenced by one promissory note of even date herewith, payable according
to the terms thereof.

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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,

MYRA J. McGEHEE and husband, LEON C. McGEHEE,

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:

SURFACE RIGHTS ONLY TO:

Commence at the Northwest corner of Section 25, Township 24
North, Range 15 East, Shelby County; thence run Easterly along
the North line of said Section 25, 1,353.27 feet to a point;
thence 51 deg. 15' 26" right and run 192.32 feet to the point
of beginning of the property being described; thence continue
along last described course 172.90 feet to a point; thence 52
deg. 43' right and run 25.22 feet to a point on the water line
of Lay Lake; thence 59 deg. 0' left and run 12.13 feet to a
point; thence 32 deg. 03' right and run 40.0 feet to a point;
thence 43 deg. 0' left and run 24.0 feet to a point; thence
29 deg. 0' left and run 39.0 feet to a point; thence 16 deg.
30' left and run 85.0 feet to a point; thence 124 deg. 49' 23"
left and run 298.45 feet to a point; thence 43 deg. 42' 03"
left and run 46.55 feet to the point of beginning. According
to survey of Joseph E. Conn, Jr., Alabama Reg. No. 9049, dated
July 19, 1982.

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

Holt & Co.

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 MYRA J. McGEHEE and husband, LEON C. McGEHEE have hereunto set OUR signatures and seal, this 11th day of October, 1982

Myra J. McGehee (SEAL)
MYRA J. McGEHEE
Leon C. McGehee (SEAL)
LEON C. McGEHEE (SEAL)

1982 OCT 18 AM 9:31

Dec 3.00
Feb 1.00
4.00

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, Coy M. Cooper, a Notary Public in and for said County, in said State, hereby certify that Myra J. McGehee and husband, Leon C. McGehee,

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 11th day of October, 1982

Coy M. Cooper 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

Return to: HOLT & COOPER

Myra J. McGehee and husband,
Leon C. McGehee,

TO
Carraway Methodist Federal
Credit Union

MORTGAGE DEED

This form furnished by

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

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