

This instrument was prepared by

411

(Name) DOUGLAS L. KEY, ATTY.

2100 11th Ave. No.

(Address) B'ham, AL 35234

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Otis R. Harris and wife, Freddie Lee Harris

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

JEFFERSON COUNTY TEACHERS' CREDIT UNION

of Six Thousand Three Hundred Ten and no/100 (hereinafter called "Mortgagee", whether one or more), in the sum Dollars (\$6,310.00), 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 thirty five (35) monthly installments of \$224.06 each, and one final installment of \$223.91, the first installment being due and payable on January 1, 1983, 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,

Otis R. Harris and wife, Freddie Lee Harris

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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.

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 Otis R. Harris and wife, Freddie Lee Harris have hereunto set their signature s and seal, this 6th day of December, 1982

Otis R. Harris (SEAL)
OTIS R. HARRIS (SEAL)
Freddie Lee Harris (SEAL)
FREDDIE LEE HARRIS (SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Otis R. Harris and wife, Freddie Lee Harris 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 6th day of December, 1982.

Alvin L. King
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 K. KAY, ATTORNEY
2100 ...
BIRMINGHAM, AL 35234

TO

MORTGAGE DEED

This form furnished by

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

Return to:

Begin at the northwest corner of the SE 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 East, and thence run South along the west line of said 1/4 1/4 section a distance of 206.00 feet to the Hornberger property; thence turn an angle of 90 degrees 00 minutes to the left and run along the north line of said Hornberger property a distance of 297.50 feet to the west right of way line of the Pumpkin Swamp Road; thence turn an angle of 48 degrees 30 minutes to the left and run along the west right of way line of said road a distance of 60.00 feet; thence turn an angle of 105 degrees 58 minutes to the left and run a distance of 373.71 feet to the point of beginning.

Parcel II

ALSO, the following described lot: Begin at the northwest corner of the SE 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 East, and thence run East along the north line of said 1/4 1/4 section a distance of 382 feet, more or less, to a point which is 200 feet west of the intersection of the north line of said 1/4 1/4 section with the west right of way line of the Pumpkin Swamp Road; thence run in a southwesterly direction parallel with the west right of way line of said road, to a point on the north boundary of the above described lot; run thence in a northwesterly direction along the north line of the above described lot to the point of beginning.

Parcel III

Begin at the northwest corner of the SE 1/4 of the NE 1/4 of Section 29 Township 19 South, Range 1 East, and thence run South along the west line of said 1/4 1/4 section a distance of 206.00 feet to the Hornberger property; thence turn an angle of 90 degrees 00 minutes to the left and run along the north line of said Hornberger property a distance of 297.50 feet to the west right of way line of the Pumpkin Swamp Road; thence turn an angle of 48 degrees 30 minutes to the left and run along the west right of way line of said road a distance of 60.00 feet to the point of beginning of the parcel herein described; thence turn an angle of 105 degrees 58 minutes to the left and run a distance of 150.00 feet, more or less, along the northeast line of property presently owned by grantees to the southeast corner of a triangular lot presently owned by grantees; thence run in a northeasterly direction parallel with the west right of way line of said road and along the east line of said triangular lot presently

owned by the grantees, a distance of 50.00 feet; thence run in a southeasterly direction a distance of 150.00 feet, more or less to a point on the west right of way line of said road (said point being 50.00 feet in a northeasterly direction along said right of way line of said road from the point of beginning); thence run in a southwesterly direction along said right of way line of said road a distance of 50.00 feet to the point of beginning.

NO TAX COLLECTED

1982 DEC 14 AM 9:29

Thomas A. Brundage
DEPUTY REGISTRARRec'd H. 50
Ind 1.00
S. 50