

THIS INSTRUMENT PREPARED BY:

NAME: Robert D. Money

ADDRESS: 2725 35th Ave. No. B'ham, Al. 35207

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Timmy Lee Garner and wife, Sarah Sue Garner justly indebted to Sloss Federal Credit Union

in the sum of (6,787.46) Six thousand seven hundred eighty-seven and 46/100 Dollars

evidenced by one promissory note for that amount and bearing even date herewith, bearing interest at the rate and payable as therein set forth.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Timmy Lee Garner and wife, Sarah Sue Garner

do, or does, hereby grant, bargain, sell and convey unto the said Sloss Federal Credit Union

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

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Part of the North half of NW 1/4 of Section 25, Township 20 South, Range 4 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the NW corner of said Section 25; thence in an Easterly direction along the North boundary of said quarter section 931.02 feet to the point of beginning of tract herein described; thence continuing in Easterly direction in straight line along the North boundary of said quarter section 432.87 feet to point of intersection with a County Road right of way; thence turning an angle of 140 degrees and 13 minutes to right in Southwesterly direction along Northwesterly boundary of said County Road right of way 137.51 feet to the point of beginning of the arc of a curve turning to the left in Southwesterly direction having a radius of 2,904.79 feet said arc being subtended by a central angle of 3 degrees 20 minutes and 58 seconds and having a chord of 169.79 feet in length; thence along said arc of said curve 169.81 feet which is Northwest boundary of said right of way; thence turning an angle of 41 degrees 27 minutes 29 seconds to the right from last mentioned chord having a length of 169.79 feet in Westerly direction 440.60 feet; thence turning an angle of 140 degrees and 13 minutes to the right in Northeasterly direction 313.08 feet to the point of beginning, containing 2 acres, more or less.

NON ASSUMPTION CLAUSE: If all or any part of the property or an interest therein is sold or transferred by the undersigned without the mortgagee's prior written consent, the mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable and this mortgage shall be subject to foreclosure as further provided by this mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on. 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 9th day of September, 1983

WITNESSES:

Timmy Lee Garner (Seal)
Timmy Lee Garner

Sarah Sue Garner (Seal)
Sarah Sue Garner

_____ (Seal)

_____ (Seal)

Fee 3.00
Jud 1.00
4.00
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 SEP 19 AM 9:27
Exempt

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STATE OF Alabama, Thomas A. Spaulding, Jr.
JUDGE OF PROBATE

General Acknowledgement

Jefferson County

I, the undersigned,

, a Notary Public in and for said County in said State.

hereby certify that Timmy Lee Garner and Sarah Sue Garner

whose name S 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 September 19 83

Commission Expires - 7-22-84

Mildred H. Shaffield Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that
whose name as President 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 the 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

SLOSS FEDERAL CREDIT UNION
2725 - 35th Ave., No.
BIRMINGHAM, ALA. 35207

Timmy Lee Garner
and wife
Sarah Sue Garner

TO

Sloss Federal Credit Union
2725 35th Ave. No.
Birmingham, Alabama 35207

MORTGAGE

Shelby County
This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama