

THIS INSTRUMENT PREPARED BY:

1408

NAME: P. Dennis Breed
2725 35th Avenue, North
ADDRESS: Birmingham Ala 35207

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

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned **THOMAS R CONNOR and wife, KATHI W CONNOR**

justly indebted to **SLOSS FEDERAL CREDIT UNION**

in the sum of **TEN THOUSAND FIVE HUNDRED FIFTY-FOUR and 25/100 dollars (\$10,554.25)**

evidenced by **one promissory note for that amount 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, **THOMAS R CONNOR AND WIFE, KATHI W CONNOR**

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:

PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

AND MADE A PART HEREOF

THIS IS A PURCHASE MONEY FIRST MORTGAGE

NON ASSUMPTION CLAUSE: If all or any part of the property or an interest therein is sold or transferred by the undersigned without the prior written consent of the mortgagee, 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, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 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-

Sloss Fed C/U

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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 24 day of April 19 85

WITNESSES:

Thomas R. Connor (Seal)
Thomas R. Connor

_____ (Seal)

Kathi W. Connor (Seal)
Kathi W. Connor

_____ (Seal)

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STATE OF ALABAMA
JEFFERSON County

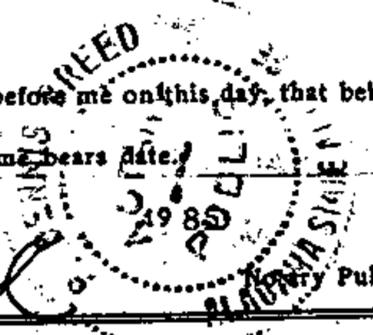
General Acknowledgement

I, the undersigned, _____, a Notary Public in and for said County in said State,

hereby certify that Thomas R. Connor and wife, Kathie W. Connor 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 24 day of April

D. James Breed
Notary Public.



STATE OF _____
COUNTY OF _____

Corporate Acknowledgement

I, _____, 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

Return to
SLOSS FEDERAL CREDIT UNION
2725 35th Avenue, North
Birmingham Ala 35207

79 - 973
THOMAS R CONNOR
AND WIFE
KATHIE W CONNOR
TO
SLOSS FEDERAL CREDIT UNION

MORTGAGE

Shelby Co

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

EXHIBIT "A"

THOMAS R CONNOR & KATHI W CONNOR

LEGAL DESCRIPTION

PARCEL I

From the SE corner of the NW 1/4 of the SE 1/4 of Section 11, Township 24 North, Range 12 East, run westerly along the south line of said quarter-quarter section 452.0 feet; thence turn right an angle of 84 degrees 28 3/4 min. and run northerly 280.0 feet to point of beginning of land herein described; thence continue northerly on same course 365.55 feet; thence turn right an angle of 49 degrees 21 min. and run northeasterly 61.4 feet; thence turn left an angle of 3 degrees 22 min. and run northeasterly 92.10 feet; thence turn right and angle of 1 degree 29 min. and run northeasterly 106.35 feet; thence turn right an angle of 132 degrees 33 min. and run southerly 559.95 feet; thence turn right an angle of 95 degrees 31 1/4 min. and run westerly 192.0 feet to the point of beginning.

PARCEL II

From the Southeast corner of the NW 1/4 of the SE 1/4 of Section 11, Township 24 North, Range 12 East run westerly along the south line of said quarter-quarter section 452.0 feet; thence turn right an angle of 84 degrees 28 3/4 min. and run northerly 280.0 feet to a point; thence continue northerly along same course 365.55 feet to a point designated as Point "A"; thence turn right an angle of 49 degrees 21 min. and run northeasterly 61.4 feet; thence turn left an angle of 3 degrees 22 min. and run northeasterly 92.10 feet; thence turn right an angle of 1 degree 29 min. and run northeasterly 106.35 feet; thence turn right an angle of 132 degrees 33 min. and run southerly 559.95 feet; thence turn right an angle of 95 degrees 31 1/4 min. and run westerly 192.0 feet to the point of beginning; thence continue westerly along the same course 100 feet to a point; thence turn to the right and run northerly 360.0 feet, more or less, to a point which is a point on Wallace Lane; thence run easterly along the south line of Wallace Lane 100.0 feet, more or less, to Point "A" as previously described; thence run south 365.55 feet to the point of beginning. Said property herein conveyed being a part of the NW 1/4 of the SE 1/4 of Section 11, Township 24, Range 12 East. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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1985 APR 26 AM 11:14

[Signature]
JUDGE

Rec. 7 50
Ad. 1 00
[Signature]
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