

THIS INSTRUMENT PREPARED BY:

NAME: ANG FEDERAL CREDIT UNION
P. O. Box 6404
ADDRESS: Birmingham, AL 35217

727

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

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Peter L. Boutilier and wife, Cassie Boutilier, justly indebted to ANG FEDERAL CREDIT UNION

in the sum of Twenty-four Thousand and no/100 Dollars (\$24,000.00)

evidenced by a promissory note and security agreement to be repaid in 120 monthly payments, the first in the amount of \$323.98 due on May 22, 1986, and one irregular payment of \$323.06 due on April 22, 1986.

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, Peter L. Boutilier and wife, Cassie Boutilier, do, or does, hereby grant, bargain, sell and convey unto the said ANG FEDERAL CREDIT UNION, (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Section 6, Township 21 South, Range 2 East; thence run South 26 degrees, 00 minutes, 40 seconds East a distance of 1465.67 feet to the southeast right-of-way line of Alabama State Highway No. 25 and the point of beginning; thence turn a deflection angle of 56 degrees, 52 minutes, 19 seconds to the right and run along said Hwy. right-of-way a distance of 150.27 feet to the North right-of-way of Ferry Road; thence turn a deflection angle of 119 degrees, 11 minutes, 11 seconds to the left and run along said road right-of-way a distance of 248.88 feet; thence turn a deflection angle of 90 degrees, 50 minutes to the left and run a distance of 187.28 feet; thence turn a deflection angle of 65 degrees, 14 minutes, 22 seconds to the left and run a distance of 14.05 feet; thence turn a deflection angle of 106 degrees, 44 minutes, 46 seconds to the left and run a distance of 69.47 feet; thence turn a deflection angle of 85 degrees, 31 minutes, 31 seconds to the right and run a distance of 151.51 feet to the Southeast right-of-way of Alabama State Highway No. 25 and the point of beginning. Situated in Section 6, Township 21 South, Range 2 East, Shelby County, Alabama.

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-

700-170

BOOK 071 PAGE 556

WITNESSES:

_____ (Seal)

Notary Public

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