

This instrument was prepared by

(Name) **DOUGLAS L. KEY, ATTORNEY AT LAW**
(Address) **2100 11th Avenue North
Birmingham, Alabama 35234**



Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael E. Key and wife, Carolyn S. Key

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

APCO EMPLOYEES CREDIT UNION

of Twenty Thousand and no/100----- (hereinafter called "Mortgagee", whether one or more), in the sum of \$ 20,000.00 Dollars, evidenced by one promissory installment note bearing even date herewith with interest at the rate of 11.4 percent per annum from date and payable in 179 monthly installments of \$232.50 each, and one final installment of \$228.58, the first installment being due and payable on July 11, 1986, 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,

Michael E. Key and wife, Carolyn S. Key

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:

Commence at the Southwest corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 649.09 feet to a point; thence turn an angle of 91 deg. 42 min. 47 sec. to the right and run Easterly 210.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 421.74 feet to a point; thence turn an angle of 88 deg. 17 min. 13 sec. to the right and run southerly a distance of 310.0 feet to a point; thence turn an angle of 91 deg. 42 min. 47 sec. to the right and run Westerly a distance of 421.74 feet to a point thence turn an angle of 88 deg. 17 min. 13 sec. to the right and run northerly a distance of 310.0 feet to the point of beginning. Situated in Shelby County, Alabama.

ALSO, THE FOLLOWING EASEMENT FOR INGRESS AND EGRESS:

Commence at the S.W. corner of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$, Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence, Northerly along the West line of said quarter-quarter a distance of 649.09' to a point, thence turn an angle of 91° 42' 47" right and run easterly a distance of 210.0' to a point; thence turn an angle of 88° 17' 13" right and run Southerly a distance of 310.0' to a point; thence turn an angle of 88° 17' 13" left and run easterly a distance of 194.72' to a point in the centerline of an existing gravel drive and the point of beginning on centerline of access easement description; thence turn an angle of 54° 34' 15" right and run a distance of 73.25' to a point; thence turn an angle of 42° 51' 00" left and run a distance of 162.37' to a point; thence turn an angle of 36° 31' 32" left and run a distance of 83.38' to a point; thence turn an angle of 11° 10' 48" left and run a distance of 255.18' to a point; thence turn an angle of 69° 50' 20" right and run a distance of 269.96' to a point; thence turn an angle of 23° 14' 45" right and run a distance of 205.10' to a point, thence turn an angle of 21° 48' 22" right and run a distance of 290.70' to a point; thence turn an angle of 43° 42' 40" left and run a distance of 223.60' to a point on the Northwesternly right of way line of a public road and the end of required easement.

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 Michael E. Key and wife, Carolyn S. Key

have hereunto set their signatures and seal, this 11th day of June, 1986.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN 30 AM 9:57

Michael E. Key (SEAL)
MICHAEL E. KEY
Carolyn S. Key (SEAL)
CAROLYN S. KEY
RECORDING FEES (SEAL)

Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned
hereby certify that Michael E. Key and wife, Carolyn S. Key
are
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 11th day of June, 1986.

Blaine H. Hughes 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

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.
2181 NORTH • P.O. BOX 10451 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

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