

This instrument was prepared by LINDA HOLMES

(Name) Alabama Federal Savings and Loan Association

(Address) P.O. BOX 59465

BIRMINGHAM, AL. 35259-9465

STATE OF ALABAMA
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David F. Byers Jr. & wife Karen A. Byers

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Alabama Federal Savings and Loan Association

(hereinafter called "Mortgagee", whether one or more), in the sum of EIGHTEEN THOUSAND NINE HUNDRED AND 00/100----- Dollars (\$18,900.00), evidenced by one promissory note of even date herewith, bearing interest from date and at the rate therein provided and which said indebtedness is payable in the manner as provided in said note, and the said note forming a part of this instrument NOTE OF EVEN DATE PAYABLE IN ONE HUNDRED TWENTY (120) EQUAL SUCCESSIVE MONTHLY INSTALLMENTS OF \$260.35 BEGINNING NOVEMBER 20, 1986 AND CONTINUING ON THE 20TH OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.

(TOTAL OF PAYMENTS \$31,242.00)

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,

DAVID F. BYERS, JR. AND WIFE, KAREN A. BYERS

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:

STATE OF ALABAMA
COUNTY OF SHELBY

Commence at the NE corner of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 21 South, Range 2 West; thence run Southerly along the East line of said $\frac{1}{4}$ section for a distance of 833.23' for the Point of Beginning; thence continue along last described course for a distance of 497.08' to the center line of an existing gravel road; thence turn an angle to the right of 93°12'10" and running with said center line run westwardly for a distance of 200.00'; thence turn an angle to the right of 40°40'54" for a distance of 266.07'; thence turn an angle to the right of 7°21'23" for a distance of 334.25'; thence turn an angle to the right of 16°02'25" for a distance of 192.76' to the intersection of two gravel roads; thence turn an angle to the right of 112°35'38" and run Eastwardly along the center line of said gravel road for a distance of 74.48'; thence turn an angle to the left of 45°40'44" for a distance of 90.87'; thence turn an angle to the right of 32°10'00" for a distance of 167.32'; thence turn an angle to the right of 64°45'07" for a distance of 537.65' to the Point of Beginning.

Containing 6.0 acres more or less.

In the event of sale or transfer of title to the premises described in this mortgage without the prior consent of Alabama Federal Savings and Loan Association the principal sum due upon the note secured by this mortgage, at the option of the holder hereof, shall immediately become due and payable without notice or demand, such notice or demand being expressly waived.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Cahaba Title

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 DAVID F. BYERS, JR. AND WIFE, KAREN A. BYERS

have hereunto set THEIR signature S and seal, this 21ST day of OCTOBER, 1986

DAVID F. BYERS, JR. (SEAL)
KAREN A. BYERS (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY

I, BARBARA LINDA HOLMES, a Notary Public in for said County, in said State, hereby certify that DAVID F. BYERS, JR. AND WIFE, KAREN A. BYERS

whose name S 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. On and by my hand and official seal this 21ST day of OCTOBER 1986 Notary Public.

THE STATE of ALABAMA }
JEFFERSON COUNTY
I, BARBARA LINDA HOLMES, 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 21ST day of OCTOBER, 1986

Notary Public

STATE OF ALA. SHILEY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV 10 AM 8:49

1. Deed Tax \$
2. Mtg. Tax 28.35
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 34.35

Return to:
Alabama Federal Savings & Loan Association
P.O. BOX 59465
BIRMINGHAM, AL. 35259-9465

MORTGAGE

DAVID F. BYERS, JR.
KAREN A. BYERS
308 WESTOVER DRIVE
BIRMINGHAM, AL. 35209

TO

ALABAMA FEDERAL SAVINGS & LOAN
110 OFFICE PARK DR. SUITE 101
P.O. BOX 59465
BIRMINGHAM, AL. 35259-9465