

This instrument was prepared by LINDA HOLMES

(Name) Alabama Federal Savings and Loan Association

(Address) 110 OFFICE PARK DRIVE SUITE 101 P.O. BOX 59465

BIRMINGHAM, AL. 35259-9465

STATE OF ALABAMA
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

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

HOWARD MASON AND WIFE, GLENDA MASON (hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY SIX THOUSAND THREE HUNDRED NINETY THREE AND 43/100 Dollars (\$36,393.43), 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 NONE OF EVAN DATE PAYABLE IN ONE (1) PAYMENT OF \$37,111.33 DUE THE 29TH DAY OF APRIL, 1987.

(TOTAL NOTE: \$37,111.33)

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,

HOWARD MASON AND WIFE, GLENDA MASON 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:

A 25 FT. WIDE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS:

FROM THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SEC. 10, T-20-S, R-1-E, RUN NORTH ALONG THE WEST LINE OF SAID $\frac{1}{4}$ / $\frac{1}{4}$ A DISTANCE OF 333.18 FT.; THENCE, RIGHT 89°-55' A DISTANCE OF 118.48 FT. TO THE POINT OF BEGINNING; THENCE, 12.5 FT. EACH SIDE OF A LINE THAT TURNS TO THE RIGHT 74°-45' AND GOES 30.75 FT.; THENCE, RIGHT 44°-12' A DISTANCE OF 79.75 FT.; THENCE, LEFT 90°-35' A DISTANCE OF 86.97 FT.; THENCE, LEFT 23°-47' A DISTANCE OF 180.97 FT.; THENCE, LEFT 19°-04' A DISTANCE OF 342.79 FT.; THENCE, LEFT 77°-59' A DISTANCE OF 137.60 FT.; THENCE, RIGHT 46°-10' A DISTANCE OF 260.46 FT.; THENCE, RIGHT 22°-10' A DISTANCE OF 66.20 FT.; THENCE, RIGHT 59°-15' A DISTANCE OF 135.32 FT.; THENCE, LEFT 32°-35' A DISTANCE OF 196.65 FT.; THENCE, RIGHT 22°-00' A DISTANCE OF 108.80 FT. TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 51.

SUBJECT TO MORTGAGE RECORDED IN MORTGAGE BOOK 318, PAGE 902, IN THE PROBATE OFFICE, SHELBY COUNTY, ALABAMA.

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.

Professional

BOOK 117 PAGE 405

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.

HOWARD MASON AND WIFE, GLENDA MASON

Howard Mason (SEAL)
HOWARD MASON
Glenda Mason (SEAL)
GLENDA MASON (SEAL)

Notary Public in for for said County, in said State,

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 23RD day of FEBRUARY 19 87.

Barbara Linda Holmes My Commission Expires May 3, 1987

COUNTY

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

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____, at _____, State of _____.

Given under my hand and official seal, this the

1. Dead Tax	\$	_____
2. Mfg. Tax		<u>54.60</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
with		<u>60.60</u>

19
STATE OF ALA. SHELBY CO.
~~I CERTIFY THIS~~ Notary Public
INSTRUMENT WAS FILED

1987 MAR -2 PM 4: 30

Thomas G. Sherriden,
JUDGE OF PROBATE

MORTGAGE

HOWARD MASON
GLENDA MASON
RT. 1 BOX 206A-1
WILSONVILLE, AL. 35186

TO

ALABAMA FEDERAL SAVINGS & LOAN
ASSOCIATION
P.O. BOX 59465
BIRMINGHAM, AL. 35259-9465