## This form furnished by: Cahaba Title. Inc. 988-5600

This instit	ument was prepared by:
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(Address)	DOUGLAS L. KEY, ATTORNEY 2100 11th Avenue North
	Birmingham, Alabama 35234

## MORTGAGE

STATE OF ALABAMA

Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

RONALD G. WILDMAN AND WIFE, PATRICIA T. WILDMAN (hereinafter called "Mortgagors", whether one or more) are justly indebted to

## MUTUAL SAVINGS CREDIT UNION

(hereinafter called "Mortgagee", whether one or more), in the sum of EIGHTEEN THOUSAND THREE HUNDRED SIXTY AND 84/100 Dollars (§ 18,360.84 ), evidenced by one promissory installment note bearing even date herewith with interest at the rate of 8.5 percent per annum from date and payable in 144 monthly installments of \$203.82 the first installment being due and payable on , 1987, 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,

RONALD G. WILDMAN AND WIFE, PATRICIA T. WILDMAN

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real County, State of Alabama, to wit: SHELBY estate, situated in

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 26, Township 20 South, Range 4 West, described as follows:

Commence at the Northwest corner of the NW 1/4 of SE 1/4 of Section  $\bigcirc$  26, and go East along the North boundary of said 1/4-1/4 Section for 708.06 feet to the East right of way of County Road for the point of beginning; thence continue along the line for 293.15 feet; thence turn right an angle of 116 deg. 11 min. for 317.93 feet; thence turn right an angle of 98 deg. 59 min. for 266.34 feet to the East right of way of County Road; thence turn right an angle of 81 deg. Ol min. along the right of way of County Road for 147.0 feet to the point of beginning; being situated in Shelby County, Alabama.

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

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 sums 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 the 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 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.

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

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LOCATED IN RI

RONALD G. WILDMAN AND WIFE, PATRICIA T. WILDMAN 1N WITNESS WHEREOF the undersigned , 19 87 May their signature \$ and scal, this have hereunto set (SEAL) (SEAL) (SEAL) SEAL ALABAMA THE STATE of COUNTY } **JEFFERSON** , a Notary Public in and for said County, in said state, the undersigned hereby certify that RONALD G. WILDMAN AND WIFE, PATRICIA T. WILDMAN' whose name a signed to the foregoing conveyance, and who areknown 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 1st day of May Given under my hand and official seal this 1st THE STATE of **NO TAX COLLECTED** JUDGE OF PROBATE a Notary Public in and for said county, in said State, hereby certify that 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. day of Given under my hand and official seal this Notary Public 1. Desd Tax KEY, ATTORNEY NORTH 2. Mtg. Tax Sexeur 3. Recording Fee\_\_\_S\_D 4. Indexing Fee \_\_\_\_\_\_ BIRMINGHAM, TOTAL 2100 - 11TH DOUGLAS Phone (205) 988-560 2 This form fur 2068 Vaileyd Birmingham, Alal STATE OF ALABAMA Cahaba Recording Fee S Deed Tax S

COUNTY OF

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