

STATE OF ALABAMA,

COUNTY OF Shelby

WHEREAS the undersigned Walton C. Newton a single man
 (herein called the Mortgagor), is justly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF
 SYLACAUGA, (ALABAMA), (herein called the Mortgagee), in the sum of sixty five hundred
~~forty two and 90/100~~ Dollars
 (\$ 6,542.90), payable as provided in the note of the Mortgagor, the final payment on the
 debt being payable April 1, 1993;

NOW, THEREFORE, to secure the prompt payment of the above indebtedness, the Mortgagor has granted, bargained,
 sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto the Mortgagee the follow-
 ing described real estate, situated in Shelby County, Alabama:

Lot 21, according to the survey of Walters Cove, First Sector, as
 recorded in Map Book 5 page 22 in the Probate Office of Shelby
 County, Alabama; being situated in Shelby County, Alabama.

BOOK 179 PAGE 391

together with all the hereditaments and appurtenances thereunto belonging, and all fixtures now and hereafter to or
 on these premises.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in
 anywise appertaining unto the said Mortgagee and its successors and assigns.

And the Mortgagor hereby covenants that he is seized of said property in fee simple, and that this is and will remain
 a valid first mortgage thereon, subject to no prior lien, claims, taxes, or assessments, except as herein specifically shown,
 and the Mortgagor has a good right to sell and convey the same, as is done hereby; and that Mortgagor, and his heirs,
 and assigns will forever defend the same unto the Mortgagee, its successors and assigns, against the claims of all persons
 whomsoever.

This mortgage is made subject to the following covenants, conditions, and agreements.

1. The Mortgagor will promptly perform all agreements herein contained, including those for the payment of money,
 and while there is no default therein shall retain the possession of the mortgaged property. Mortgagor shall have the
 right to prepay this loan without penalty.

2. Mortgagor will maintain hazard insurance, of such types and amounts and with such companies as may be ap-
 proved by the Mortgagee, such policies to include loss payable clauses in favor of the Mortgagee; such policy or policies
 of insurance to be delivered to and held by Mortgagee until the indebtedness secured hereby has been fully paid. In
 the event of loss, the Mortgagee is authorized to make claim, settlement, collect the proceeds, and credit the proceeds
 to the indebtedness secured hereby.

3. If the Mortgagor fails to insure the property as herein provided, or pay all the taxes or assessments, liens, and
 other claims against the same, the Mortgagee may buy such insurance or pay such claims, and any money so paid shall
 constitute an additional debt secured hereby, immediately due and payable. Mortgagor agrees to pay all taxes, assessments,
 and other charges that may become liens upon such premises. If the Mortgagor fails to pay any other liens, debts, or
 charges against the mortgaged property, the Mortgagee may, at its option, pay same, and any money so paid shall con-
 stitute an additional debt secured hereby, immediately due and payable.

First Fed S. & L.
 P.O. Box [redacted] - Sylacauga, Al.

4. If the Mortgagee employs an attorney relative to any claim of the lien relative to the property here mortgaged, relative to any cloud on the title of the property here mortgaged, or relative to any lien, charge, or claim of same, or if an attorney be employed relative to default in payment or the breach of any obligation hereunder, the Mortgagor will pay, in addition to all other sums provided herein, a fee of 15% of the balance then due hereunder to the attorney employed by the holder hereof relative to such matters, and if such fee is paid or incurred by the Mortgagee, the same shall be an additional debt secured by this mortgage, immediately due and payable.

5. Mortgagor agrees to protect said premises and the improvements thereon from waste, and to keep the same in good condition and state of repair. Mortgagor does herewith agree that no structural change to or upon Improvements upon the above described property shall be made without the prior written consent of the Mortgagee. Mortgagor shall occupy these premises as his home at all times.

6. Mortgagor may not sell, transfer, convey or assign all or any part of the property conveyed hereby, or any portion thereof, while this mortgage is outstanding, without first obtaining the written consent of Mortgagee hereto, and if Mortgagor shall transfer, sell, convey, assign or attempt to transfer, sell, convey or assign the property conveyed by this mortgage subject to the mortgage, or in a manner whereby Mortgagor's grantees assume and agree to pay the indebtedness secured hereby, then Mortgagee shall have the privilege and option within thirty (30) days of receipt of notice of such sale or conveyance, or attempt to sell and convey, to declare this mortgage in default, and the entire indebtedness hereby secured shall at the option of Mortgagee become immediately due and payable, and Mortgagee shall have the right to proceed with the sale of the property under the foreclosure provisions of this mortgage. A failure by Mortgagee to exercise such option shall not constitute a waiver of its rights to exercise such option. On further sales or conveyances of same, this provision shall apply to each successive sale or conveyance or attempt to sell or convey the mortgaged property. The provisions of this paragraph for acceleration shall apply to all facts as provided by the applicable regulations of the Federal Home Loan Bank Board, from time to time.

7. If the Mortgagor shall fail to pay any part of any payment when due hereunder, or breach or fail to do or perform any other covenant, agreement act or thing herein required or agreed to be done or performed, by the note evidencing the said indebtedness or by any of the terms hereof, in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, without notice, become immediately due and payable, and the Mortgagee shall have the right, after or without taking possession of said property, to sell at public sale after giving notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said county. The proceeds of such sale shall be applied (1) to the cost of the sale, including attorney's fees, (2) to all indebtedness secured hereby, (3) any remainder refunded to the Mortgagor. In case of sale under the powers herein contained, the Mortgagee or any person authorized by the Mortgagee shall have the power to execute an effective conveyance to the purchaser, conveying all the right, title interest and claim of the Mortgagor in and to the mortgaged property, either at law or in equity. The Mortgagee may bid at such sale and purchase such property.

8. If the Mortgagor shall well and truly do and perform all things required herein, and pay all of his indebtedness to the Mortgagee, then this conveyance shall be null and void; otherwise it shall continue in full force and effect.

9. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine gender shall include all genders. If Mortgagee be one or more individuals, "successors" shall include "heirs"

GIVEN under our hands and seals this 8th day of April, 19 88

1. Deed Tax \$
2. Mtg. Tax 9.90
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 15.90

Walton C. Newton (SEAL)

____ (SEAL)

BOOK 179 PAGE 392

88 APR 11 AM 9:51

STATE OF ALABAMA,
COUNTY OF Talladega

I, the undersigned Notary Public in and for County, in said State, hereby certify that Walton C. Newton, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of April, 19 88

Barbara S. Peoples
Notary Public