

**MORTGAGE**

307

**STATE OF ALABAMA**  
Jefferson COUNTY

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)  
Robert M. Jones Jr. and Sylvia J. Jones has become  
 justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter  
 called Mortgagee), in the sum of \$35,078.65-----

Thirty-Five Thousand and Seventy-Eight and 65/100-----Dollars

evidenced by promissory note of even date herewith, payable to the order of the  
 Mortgagee, with interest thereon from the date thereof according to the terms of the Note  
 secured thereby; said principal and interest sum being payable according to the terms of  
 said Note, and renewals and extensions thereof

and whereas the said Mortgagor is desirous of securing the prompt payment of said indebtedness with inter-  
 est when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to  
 secure the prompt payment of the same at maturity, and also to secure all further or additional indebtedness  
 from the undersigned to the holder of said note at any time before the payment of the debt hereby secured

the said Mortgagor does hereby grant, bargain, sell and convey unto said Mortgagee the following described  
 real property situated in Shelby County, State of Alabama, to-wit:

Lot 25, according to the Survey of Chandlar South, First Sector,  
 as recorded in Map Book 5, page 106, in the Office of the Judge  
 of Probate of Shelby County, Alabama.

Subject to existing easements, restrictions, building set-back lines,  
 rights of way, limitations, if any, of record.

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THIS INSTRUMENT PREPARED BY:

KMMoore - Jefferson Federal Savings  
and Loan Association of Birmingham

said property is warranted free from all encumbrances and against any adverse claims.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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.

have hereunto set their signatures and seal, this 28th day of April, 1988

is 28th day of April, 1988  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

Jefferson COUNTY

whose name are assigned 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 28th day of April, 1988

MY COMMISSION EXPIRES MAY 15, 1990

COUNTY }

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\_\_.

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 52 65  
3. Recording Fee 5 00  
Indexing Fee 1 00  
TOTAL 58 65

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

88 MAY -4 AM 11:58

JUDGE OF PROBATE

**Return to:** Jefferson Federal Savings  
and Loan Association of Birmingham  
215 N. 21st St.  
Birmingham, AL 35203

TO  
Robert M. Jones Jr. and  
Sylvia J. Jones

# MORTGAGE DEED