

**MORTGAGE**

**STATE OF ALABAMA**  
Jefferson COUNTY

838

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)  
Vincent J. Amaro has become  
 justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter  
 called Mortgagee), in the sum of \$62,650.00-----  
Sixty-Two Thousand Six-Hundred and Fifty and 00/100----- 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:

A portion of land situated in the NE 1/4 of the SE 1/4 of Section  
 16, Township 19 South, Range 2 West, Shelby County, Alabama, and  
 being more particularly described as follows: Commence at the  
 Southeast corner of the NE 1/4 of the SE 1/4 of Section 16, Township  
 19 South, Range 2 West; thence from north along the East line of  
 said 1/4 1/4 Section turn left 44deg. 09 min. and run Northwesterly  
 a distance of 569.52 feet to the point of beginning; from the point  
 of beginning thus obtained, continue along the last described course  
 a distance of 406.01 feet; thence turn left 91 deg. 39 min. and run  
 Southwesterly a distance of 211.67 feet; thence turn left 88 deg. 32  
 min. 07 sec. and run Southeasterly a Distance of 402.19 feet; thence  
 turn left 90 deg. 25 min. 53 sec. and run Northeasterly a distance of  
 210.29 feet to the point of beginning; being situated in Shelby County  
 Alabama.  
 Mineral and mining rights excepted.

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THIS INSTRUMENT PREPARED BY:

KMMoore - Jefferson Federal Savings  
and Loan Association of Birmingham

*[Signature]*  
 said property is warranted free from all encumbrances and against any adverse claims.

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 Vincent J. Amaro

have hereunto set his signature and seal, this 11th day of July, 19 88  
STATE OF ALA. SHELBY COUNTY  
I CERTIFY THIS INSTRUMENT WAS FILED  
88 JUL 13 PM 8:24  
Mtg. tax 94.05  
Rec. 5.00  
Ind. 1.00  
100.05  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

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THE STATE of Alabama  
Jefferson COUNTY

I, Kenneth Michael Moore  
hereby certify that Vincent J. Amaro

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

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of July, 1988  
MY COMMISSION EXPIRES MAY 15, 1990

Kenneth Michael Moore Notary Public.

THE STATE of COUNTY }

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

I,  
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

day of , 19  
Notary Public

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

TO

Vincent J. Amaro

MORTGAGE DEED