

1305

This instrument was prepared by

(Name).....Guaranty Federal Savings and Loan Association

(Address).....2030 1st Av. N. Birmingham, Al 35203

BIRMINGHAM TITLE

MORTGAGE- COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS; That Whereas,

James R. Hollingsworth, Jr. and June B. Hollingsworth

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Guaranty Federal Savings and Loan Association

(hereinafter called "Mortgagee", whether one or more), in the sum

of Eleven Thousand and 00/100
(\$ 11,000.00), evidenced by A Note of Even Date

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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,

James R. Hollingsworth, Jr. and June B. Hollingsworth

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 part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, more particularly described as follows; Start at the SE corner of Section 15, Township 19 South, Range 2 West and run West a distance of 621.65 feet; thence turn right 89 deg. 52 min. and run in a Northerly direction a distance of 110.57 feet for the point of beginning; thence continue on same course a distance of 163.44 feet; thence turn right 93 deg. 58 min. and run in an Easterly direction a distance of 285.56 feet to the West R.O.W. line of a County Road; thence turn right 86 deg. 37 min. and run in a Southerly direction along West R.O.W. line of said County Road a distance of 163.51 feet; thence turn right 93 deg. 26 min. and run in a Westerly direction a distance of 283.90 feet back to the point of beginning; Containing 1.1 acres.

Also, a part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 West and a part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, more particularly described as follows; Start at the NE corner of Section 22, Township 19 South, Range 2 West and run West a distance of 621.65 feet to the point of beginning; thence turn left 86 deg. 46 min. and run in a Southerly direction a distance of 52.85 feet; thence turn left 89 deg. 21 min. and run in an Easterly direction a distance of 285.33 feet to the West R.O.W. line of a County Road; thence turn left 93 deg. 26 min. and run in a northerly direction along West R.O.W. line of said County Road a distance of 163.51 feet; thence turn left 86 deg. 34 min. and run in a Westerly direction a distance of 283.90 feet; thence turn left 94 deg. 01 min. and run in a Southerly direction a distance of 110.57 feet back to the point of beginning; Containing 1.1 acres.

Subject to restrictive covenants filed for record on November 8, 1971, recorded in Deed Book 271 Page 46 in Probate Office of Shelby County, Alabama.

Property Address: 5420 Palomino Trail
Birmingham, Al 35242

RECORDED
INDEXED
FEB 11 1972
SHELBY COUNTY, ALABAMA

Prepared

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

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 James R. Hollingsworth, Jr. and June B. Hollingsworth have hereunto set their signatures and seal, this 16th day of September, 19 88

James R. Hollingsworth Jr. (SEAL)
James R. Hollingsworth, Jr. (SEAL)
June B. Hollingsworth (SEAL)
June B. Hollingsworth (SEAL)

THE STATE of Alabama }
Shelby COUNTY }
I, _____, a Notary Public in and for said County, in said State, hereby certify that James R. Hollingsworth, Jr. and June B. Hollingsworth whose names signed to the foregoing conveyance, and who have known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 16th day of September, 19 88 Notary Public.

THE STATE of _____ }
_____ COUNTY }
I, *Barbara A. Dumas*, a Notary Public in and for said County, in said State, 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 16th day of September, 19 88

Barbara A. Dumas (Wardlaw) Notary Public

- 1. Doc. Tax _____
- 2. Mtg. Tax *16.50*
- 3. Recording Fee *5.00*
- 4. Indexing Fee *1.00*
- TOTAL *22.50*

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

88 SEP 19 PM 3:56

James A. Shumaker Jr.
JUDGE OF PROBATE

MORTGAGE DEED

PREFERRED RESEARCH, INC.
P.O. BOX 2652
BIRMINGHAM, AL 35202

This form furnished by

ALABAMA TITLE COMPANY OF ALABAMA
514 NORTH 21ST STREET
BIRMINGHAM, ALABAMA 35203