

This instrument was prepared by:

(Name) DOUGLAS L. KEY, ATTORNEY AT LAW(Address) 2100 11th Avenue NorthBirmingham, AL 35234**MORTGAGE****STATE OF ALABAMA**SHELBYCOUNTY**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

David Coleman and wife, Gail Coleman  
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

**APCO EMPLOYEES CREDIT UNION**(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollars

of Sixty Thousand and no/100-----  
(\$60,000.00), evidenced by one promissory installment note bearing even date  
herewith with interest at the rate of 10.8 percent per annum from date  
and payable in 179 monthly installments of \$674.80 each, and one final  
installment of \$667.50, the first installment being due and payable on  
March 24, 1989, after date hereof, and one such remaining installment  
shall be due on the same day of month thereafter until the entire indebted-  
ness evidenced hereby shall have been fully paid.

228 PAGE 523

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment  
hereof.

**NOW THEREFORE**, in consideration of the premises, said Mortgagors,  
David Coleman and wife, Gail Coleman

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:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.****THIS IS A FIRST MORTGAGE.****NON ASSUMPTION AND TRANSFER CLAUSE:**

If all or any part of the property or an interest therein is sold or  
transferred by Borrower(s) without Lender's prior written consent, Lender  
may, at Lender's option, declare all the sums secured by this mortgage to  
be immediately due and payable and subject to any remedies as outlined  
herein.

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 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.

IN WITNESS WHEREOF the undersigned David Coleman and wife, Gail Coleman,

have hereunto set their signature S

and seal this 22nd day of February, 19 89

David Coleman  
DAVID COLEMAN

(SEAL)

Gail Coleman  
GAIL COLEMAN

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
JEFFERSON

COUNTY }

I, the undersigned

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

hereby certify that David Coleman and wife, Gail Coleman,

whose names are signed 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 22nd

day of

February

, 19 89

Alaine S. Hughes

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 \_\_\_\_\_

day of

, 19

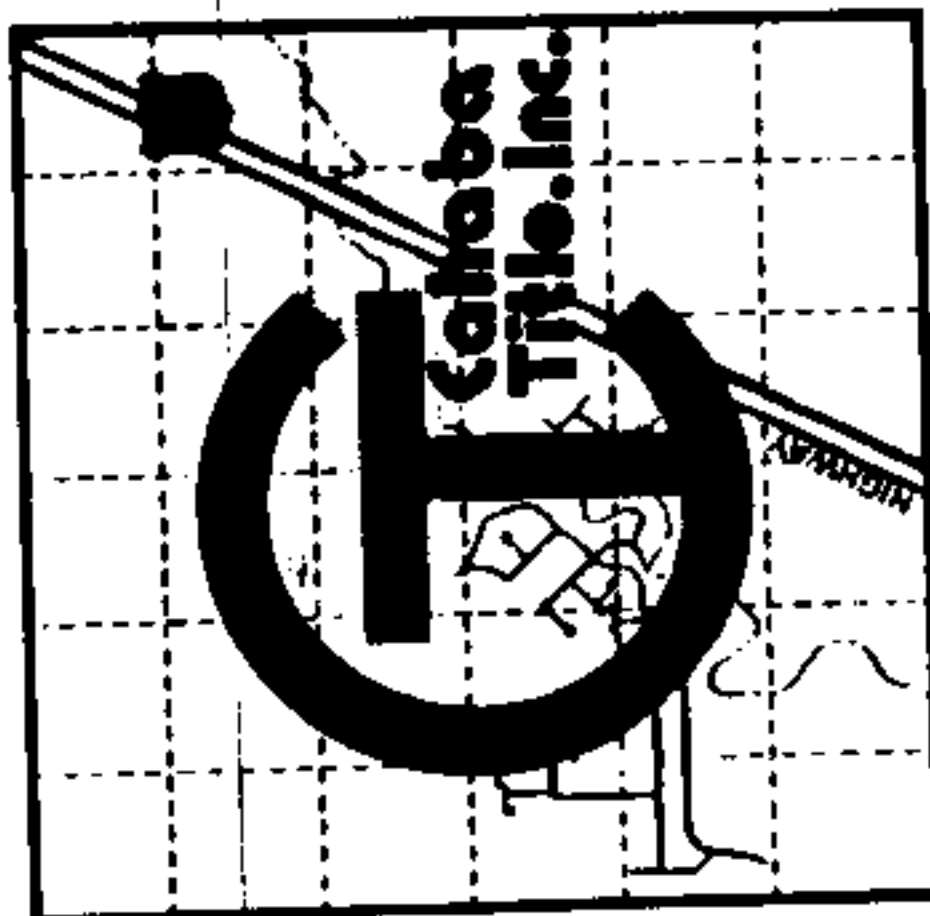
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by

**Cahaba Title, Inc.**

RIVERCHASE OFFICE  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988-5600

EASTERN OFFICE  
213 Gadsden Highway, Suite 227  
Birmingham, Alabama 35235  
(205) 833-1571

# EXHIBIT A

Commence at an axle found in place marking the NE corner of the SW 1/4 of NE 1/4, Section 36, Township 21 South, Range 1 West; thence run Westerly along the North boundary line of said SW 1/4 of NE 1/4, and the North boundary line of the SE 1/4 of NW 1/4 of said Section 36, a distance of 1238.42 feet to a point; thence turn an angle of 88 degrees 29 minutes 26 seconds to the left and run Southerly a distance of 580.73 feet to the point of beginning; thence continue along the same line of direction a distance of 190.0 feet to a point on the North boundary line of a private roadway easement; thence turn an angle of 87 degrees 10 minutes 02 seconds to the right and run Westerly along said easement line a distance of 285.35 feet to a point; thence turn an angle of 92 degrees 49 minutes 58 seconds to the right and run Northerly a distance of 204.10 feet to a point; thence turn an angle of 90 degrees to the right and run Easterly a distance of 285.0 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of NE 1/4 and SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West, Shelby County, Alabama.

According to survey of Lewis H. King, Jr., Reg. No. 12487, dated September 5, 1988.

ALSO, a non-exclusive roadway easement for the purpose of ingress and egress to the above property which is more particularly described as follows:

Commence at the NW corner of the SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West; thence run Westerly along the North line of the SW 1/4 of NW 1/4 of said Section 36, a distance of 97.11 feet to a point; thence turn an angle of 90 degrees to the left and run in a Southerly direction a distance of 772.72 feet to a point on the Easternmost 40 foot right-of-way line of Shelby County Highway 47, which is the point of beginning of the 60 foot easement herein described; thence turn an angle of 90 degrees 15 minutes 50 seconds to the left and run a distance of 293.38 feet to a point; thence run along a curve to the right (concave Southerly) having a central angle of 11 degrees 15 minutes 05 seconds and a radius of 537.60 feet for an arc distance of 105.57 feet to a point; thence run along the tangent of said curve a distance of 19.54 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 7 degrees 17 minutes 22 seconds and a radius of 748.98 feet, an arc distance of 95.29 feet to a point; thence run along the tangent of said curve a distance of 186.36 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 14 degrees 18 minutes 59 seconds and a radius of 365.14 feet, an arc distance of 91.24 feet to a point; thence run along the tangent of said curve for a distance of 46.64 feet to a point; thence run along a curve to the right (concave Southerly) having a central angle of 9 degrees 17 minutes 42 seconds and a radius of 649.41 feet, an arc distance of 105.35 feet to a point; thence run along the tangent of said curve a distance of 598.94 feet to a point;

thence turn an angle of 92 degrees 49 minutes 58 seconds to the right and run a distance of 734.55 feet to a point; thence turn an angle of 90 degrees to the right and run a distance of 60.00 feet to a point; thence turn an angle of 90 degrees to the right and run 671.50 feet to a point; thence turn an angle of 92 degrees 49 minutes 58 seconds to the left and run a distance of 535.89 feet to a point; thence run along a curve to the left (concave Southerly) having a central angle of 9 degrees 17 minutes 42 seconds and a radius of 589.41 feet, an arc distance of 95.62 feet to a point; thence run along the tangent of said curve a distance of 46.64 feet to a point; thence run along a curve to the right (concave Northerly) having a central angle of 14 degrees 18 minutes 59 seconds and a radius of 425.14 feet, an arc distance of 106.23 feet to a point; thence run along the tangent of said curve a distance of 186.36 feet to a point; thence run along a curve to the right (concave Northerly) having a central angle of 7 degrees 17 minutes 22 seconds and a radius of 808.98 feet, an arc distance of 102.92 feet to a point; thence run along the tangent of said curve a distance of 19.54 feet to a point; thence run along a curve to the left (concave Southerly) having a central angle of 11 degrees 15 minutes 05 seconds and a radius of 477.60 feet, an arc distance of 93.79 feet to a point; thence run along the tangent of said curve a distance of 275.00 feet to a point on the Easternmost 40 foot right-of-way line of Shelby County Highway 47; thence run Northerly along said right-of-way line a distance of 62.76 feet to the point of beginning. Said easement is lying in the SW 1/4 of NW 1/4, and SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West, Shelby County, Alabama.

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 MAR -2 AM 10:45

mtg. tax - Exempt  
Rec 7.50  
Ind 1.00  
a (7)

BOOK 228 PAGE 525