

MORTGAGE

90

STATE OF ALABAMA
Shelby COUNTY

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)
Ralph T. Rogers and Angus A. Brown, Jr. has become
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter
called Mortgagee), in the sum of Ten Thousand Nine Hundred Thirty Nine and 87/100*****

*****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:

From the NW corner of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of section 4, Township 21 South, Range 3 West, Run East
along the North boundary of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section for 703.65 feet to a point on
the East right of way of the Elyton- Montevallo Road for the point of beginning of the land
herein described; thence turn an angle of 96 deg. 20 min. to the left and run Northerly along
the East right of way of the said Elyton- Montevallo Road for 87.55 feet; thence turn an
angle of 90 deg. 00 min. to the right and run 200 feet; thence turn an angle of 90 deg. 00 min.
to the right and run 150 feet; thence turn an angle of 90 deg. 00 min. right and run 200 feet
to a point on the East right of way of the Elyton- Montevallo Road; thence turn an angle of
90 deg. 00 Min. right and run Northerly along the East right of way of the said road for
62.45 feet to the point of beginning. This land being a part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama.

BOOK 272 PAGE 583

81-119 6-21-62

THIS INSTRUMENT PREPARED BY:

Andy Thomure

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 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.

Ralph T. Rogers and Angus A. Brown, Jr.

have hereunto set their signature s and seal, this 28th day of December, 1989

3th day of December, 1989

Ralph E. Brown (SEAL)

Angus A. Brown Jr. (SEAL)

(SEAL)

(SEAL)

BOOK 272 PAGE 584

272 THE STATE of ALABAMA
SHELBY COUNTY

L. Charles Andrew Thomure

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

8008 hereby certify that Ralph T. Rogers and Angus A. Brown, Jr.

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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of December, 1989

THE COMMISSION EXPIRES MARCH 5, 1991

December 19, 1989
Notary Public.

THE STATE of

COUNTY

I.

, 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 _____ day of _____, 19____.

STATE OF ALA. SHELBY CO.

Notary Public

I CERTIFY THIS INSTRUMENT WAS FILED

90 JAN -3 PM 1:13

Thomas A. Swindley
JUDGE OF PROBATE

MORTGAGE DEED

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Total	\$ 25.50