

This form furnished by: **Cahaba Title, Inc.**

Riverchase Office  
(205) 988-5600

Eastern Office  
(205) 833-1571

This instrument was prepared by:  
(Name) **DOUGLAS L. KEY, ATTORNEY AT LAW**  
(Address) **P. O. Box 360345**  
**Birmingham, Alabama 35236**

**MORTGAGE**

**STATE OF ALABAMA**

**SHELBY**

**COUNTY**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Janet M. Smith, an unmarried woman, and Vanda L. Speegle, an unmarried woman,**  
**(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**

**of Forty One Thousand Four Hundred and no/100----- Dollars**  
**(\$41,400.00), 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 \$465.66 each, and one final**  
**installment of \$453.88, the first installment being due and payable on**  
**March 15, 1990, 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.**

**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,**  
**Janet M. Smith, an unmarried woman, and Vanda L. Speegle, an unmarried woman,**

**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 PURCHASE MONEY 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.**

BOOK 280 PAGE 171

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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, for 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 Janet M. Smith, an unmarried woman, and Vanda L. Speegle, an unmarried woman,

have hereunto set their signature S and seal, this 13th day February, 19 90.

JANET M. SMITH

VANDA L. SPEEGLE

(SEAL)

(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 Janet M. Smith, an unmarried woman, and Vanda L. Speegle, an unmarried woman,

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 13th day of February, 19 90.

MY COMMISSION EXPIRES: 10/31/91

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.

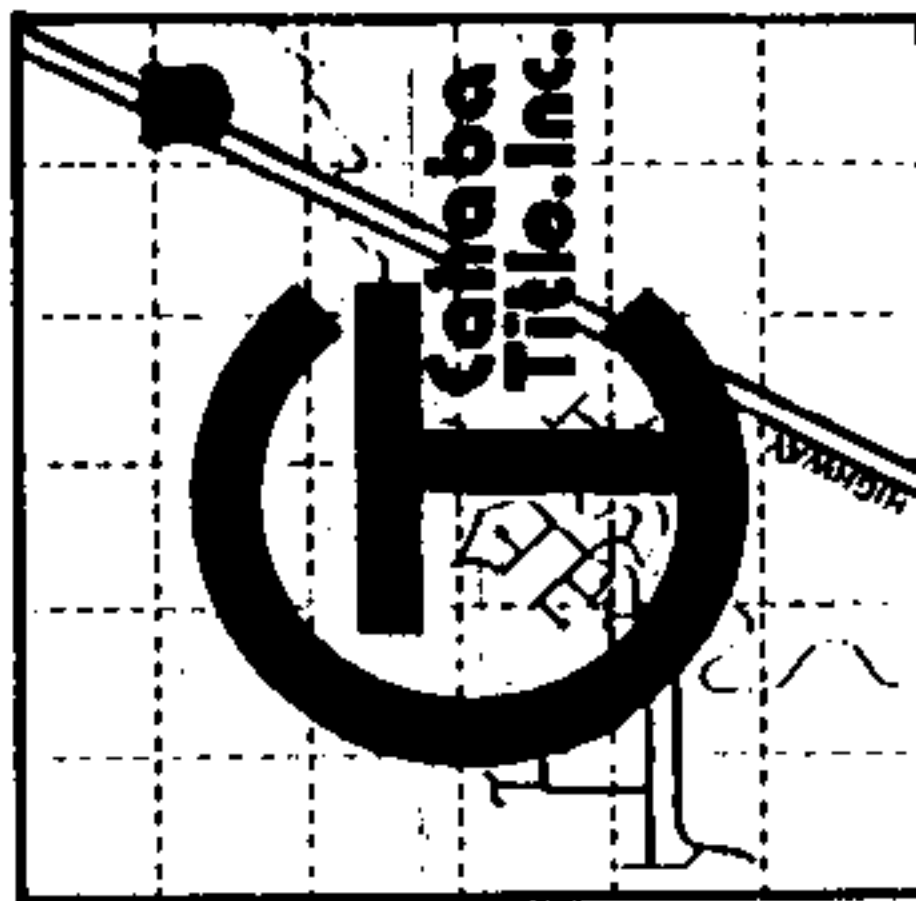
Given under my hand and official seal this day of 19

Notary Public

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

STATE OF ALA. SHELBY COUNTY EXHIBIT "A"  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 FEB 26 AM 10:35

*Thomas H. Lawrence, Jr.*  
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$	
2. Mtg. Tax	\$	7.50
3. Recording Fee	\$	17.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	28.50

PARCEL I:

A parcel of land located in the NW 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said 1/4-1/4 Section; thence run North along the East line of said 1/4-1/4 Section a distance of 23.75 feet to a point in the center line of a dirt road; thence turn left 90 degrees 00 minutes and run along the center line of said road a distance of 249.65 feet; thence turn right 21 degrees 30 minutes and continue along center line a distance of 115.10 feet to the point of beginning; thence turn left 08 degrees 10 minutes and continue along center line a distance of 141.77 feet; thence turn right 90 degrees 00 minutes a distance of 210 feet; thence turn right 90 degrees 00 minutes a distance of 210 feet; thence turn right 90 degrees 00 minutes a distance of 68.23 feet to the point of beginning.

ALSO, a 30-foot right of way from the above described parcel to the Public Road, more particularly described as follows: Commence at the Southwest corner of said parcel; thence run East along the Southerly property line of said parcel a distance of 141 feet; thence right 8 degrees 10 minutes a distance of 115 feet; thence left 21 degrees 30 minutes a distance of 1029 feet; thence left 65 degrees 30 minutes a distance of 151 feet; thence right 10 degrees 00 minutes a distance of 131 feet; thence right 09 degrees 00 minutes a distance of 310 feet; thence right 19 degrees 20 minutes a distance of 130 feet; thence right 11 degrees 50 minutes a distance of 95 feet; thence left 39 degrees 50 minutes a distance of 161 feet; thence right 17 degrees 00 minutes a distance of 332 feet; thence right 26 degrees 30 minutes a distance of 510 feet to the Westerly right of way of Shelby County Highway No. 55; being situated in Shelby County, Alabama.

PARCEL II:

A parcel or tract of land situated in the NW 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 1 East, being more particularly described as follows: Commence at the NE corner of said 1/4-1/4 as point of beginning; thence run West along the North line of said 1/4-1/4 a distance of 1,320.63 to the NW corner of said 1/4-1/4; thence turn 90 degrees 28 minutes left and run South along the West line of said 1/4-1/4 a distance of 873.41 feet; thence turn 79 degrees 20 minutes left and run 64.20 feet; thence turn 18 degrees 18 minutes right and run 67.85 feet; thence turn 11 degrees 09 minutes right and run 97.55 feet; thence turn 12 degrees 30 minutes left and run 111.18 feet; thence turn 9 degrees 36 minutes right and run 185.24 feet; thence turn 41 degrees 52 minutes left and run 67.24 feet; thence turn 16 degrees 10 minutes right and run 113.80 feet; thence turn 7 degrees 33 minutes right and run 218.25 feet;

thence turn 3 degrees 47 minutes left and run 188.67 feet; thence turn 7 degrees 06 minutes right and run 86.79 feet; thence turn 21 degrees 36 minutes left and run 225.47 feet to the East line of said 1/4-1/4; thence turn left and run North along said East line 1311 feet to the Northeast corner and the point of beginning; being situated in Shelby County, Alabama.

PARCEL III:

A parcel of land in the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 1 East, and being more particularly described as follows: Beginning at the NE corner of the NE 1/4 of SE 1/4 of Section 35, Township 18 South, Range 1 East; thence proceed along the 1/4 Section line in a Westerly direction 625 feet to an iron; thence turn a deflection angle of 90 degrees 00 minutes to the left and proceed in a Southerly direction 280 feet to an iron; thence turn a deflection angle of 90 degrees 00 minutes to the left and proceed in an Easterly direction 625.00 feet to an iron; thence turn a deflection angle of 88 degrees 42 minutes to the left and proceed in a Northerly direction 280.25 feet to an iron which is the point of beginning; being situated in Shelby County, Alabama.

ALL MINERAL AND MINING RIGHTS ARE ALSO CONVEYED ALONG WITH AN EASEMENT FOR A WATER LINE LOCATED 25 FEET FROM THE CENTERLINE OF THE EXISTING DIRT COUNTY MAINTAINED ROAD ACROSS THE PROPERTY DESCRIBED AS PARCEL III HEREINABOVE.