

This instrument was prepared by:

(Name) Courtney H. Mason, Jr.(Address) 100 Concourse Parkway, Suite 350  
Birmingham, Alabama 35244**MORTGAGE****STATE OF ALABAMA**JEFFERSONCOUNTY} **KNOW ALL MEN BY THESE PRESENTS:** That Whereas,**Frank Joseph Seifert, Jr., a single individual**(hereinafter called "Mortgagors", whether one or more) are justly indebted to  
**Charles M. Tyndal and wife, Elveree Cook Tyndal**(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollarsof **THREE THOUSAND AND NO/100ths**

(\$ 3,000.00 ), evidenced by a promissory 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,**Frank Joseph Seifert, Jr., a single individual**and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to wit:

Unit 504 in the Kingeridge on Highland Condominium, a condominium, located in Jefferson County, Alabama, as established by Declaration of Condominium as recorded in Real Book 1872, page 565, and By-Laws thereto as recorded in Real Vol. 1872, page 575, in the Office of the Judge of Probate of Jefferson County, Alabama, together with an undivided 1.645% interests in the common elements of Kingeridge on Highland Condominium as set out in the said Declaration of Condominium, said unit being more particularly described in the floor plan and architectural drawing of Kingeridge on Highland Condominium as recorded in Map Book 123, page 3, in the Probate Office of Jefferson County, Alabama, together with the easement for parking space No.3 as assigned by Amendment to Declaration of Condominium as recorded in Real Vol. 1966, page 307, in said Probate Office.

Mortgagors agree to provide Mortgagee with a paid receipt for taxes on or before December 31st of each year. Mortgagors also agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the 6th day of March of each year. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder of the proposed assumptor's financial condition. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable.

The proceeds of this loan have been applied on the purchase of the herein described property.

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, 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

have hereunto set my signature

and seal, this 6th day of March, 19 90.

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

90 MAR -8 AM 11:16

Frank Joseph Seifert, Jr. (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
1. Deed Tax \$  
2. Mtg. Tax \$ 4.50  
3. Recording Fee \$ 5.00  
4. Indexing Fee \$ 5.00  
5. No Tax Fee \$  
6. Certified Fee \$ 1.00  
Total \$ 15.50

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said state,  
hereby certify that Frank Joseph Seifert, Jr., a single individual  
whose name is signed to the foregoing conveyance, and who is known to me and 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 6th day of March, 19 90.

Notary Public

THE STATE of My Commission Expires March 10, 1992  
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

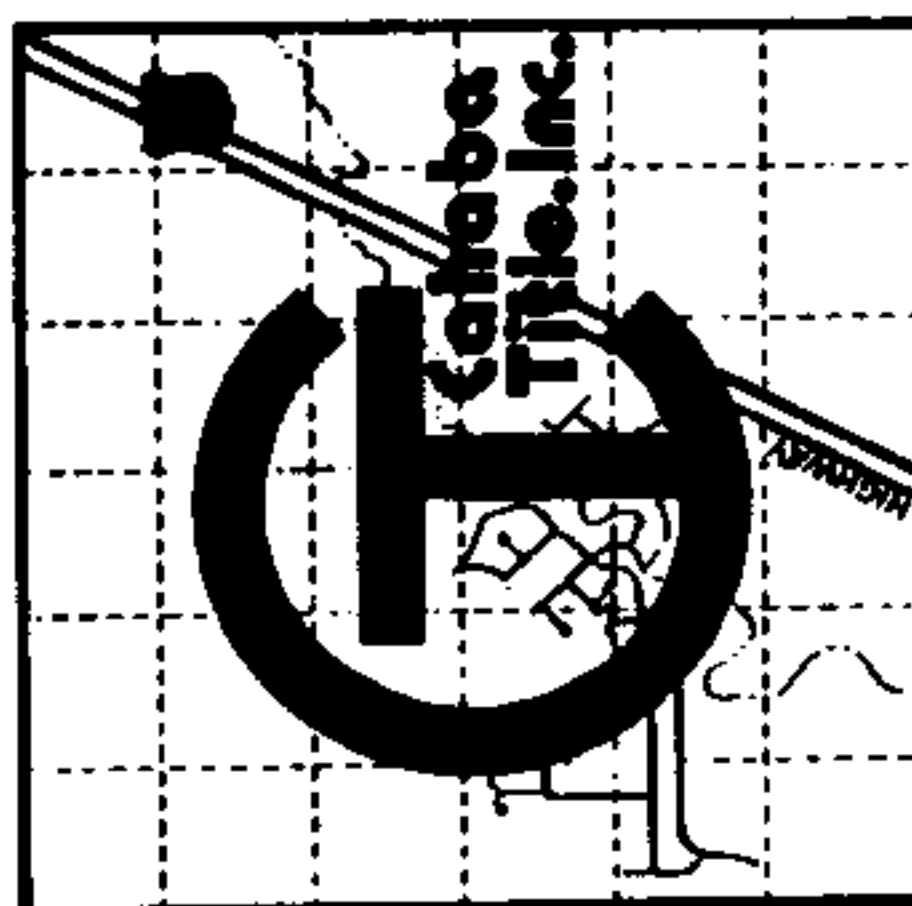
Notary Public

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