

MORTGAGE

STATE OF ALABAMA
Shelby COUNTY

1576

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor) Bobby Howard Oakley and wife, Emily Lea Oakley has become

justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter called Mortgagee), in the sum of Thirty Two Thousand Eight Hundred Thirty Five Dollars and 60/100----- 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 extentions thereof

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and whereas the said Mortgagor is desirous of securing the prompt payment of said indebtedness with interest 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:

Lot 10, Block 4, Oak Mountain Estates, Second Sector, according to map as recorded in Map Book 5, Page 76, in the Probate Office of Shelby County, Alabama.

Emily Lea Oakley and Emily Lee Oakley are one in the same person.

THIS INSTRUMENT PREPARED BY:

Bonita F. Culver

said property is warranted free from all encumbrances and against any adverse claims.

Handwritten signature or initials at the bottom of the page.

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

Bobby Howard Oakley and wife, Emily Lea Oakley

have hereunto set signature and seal, this 11th day of April, 19 90

Bobby Howard Oakley (SEAL)
Emily Lea Oakley (SEAL)
 _____ (SEAL)
 _____ (SEAL)

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THE STATE of Alabama }
 Jefferson COUNTY }

I, the undersigned, _____, a Notary Public in and for said County, in said State, hereby certify that Bobby Howard Oakley and wife, Emily Lea Oakley

whose name 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 11TH day of April, 19 90

Thomas F. Calhoun 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 _____

_____, Notary Public

1. Deed Tax	_____
2. Mtg. Tax	149.25
3. Recording Fee	5.00
4. Indexing Fee	3.00
5. No Tax Fee	_____
6. Certified Fee	1.00
Total	58.25

TO
 Person Federal Savings & Loan
 5 North 21st Street
 Birmingham, Al. 35203

MORTGAGE DEED

Bobby Howard Oakley and
 Emily Lea Oakley

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

90 APR 24 AM 9:04

Thomas A. Swindler, Jr.
 JUDGE OF PROBATE

Stamp 49.30
 7.00
 56.30

Return to: