

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,

John E. Garlington and wife, Anna L. Garlington,

(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 Thirty One Thousand Five Hundred and no/100----- Dollars (\$31,500.00), 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 \$354.30 each, and one final installment of \$343.10, the first installment being due and payable on May 25, 1990, after date hereof, and one such remaining installment shall be due on the same day of month thereafter until the entire indebtedness 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,

John E. Garlington and wife, Anna L. Garlington,

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.



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 John E. Garlington and wife, Anna L. Garlington,

have hereunto set their signatures

and seal, this 25th day of April, 1990.


JOHN E. GARLINGTON (SEAL)

ANNA L. GARLINGTON (SEAL)
(SEAL)

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THE STATE of ALABAMA
JEFFERSON

COUNTY }

the undersigned

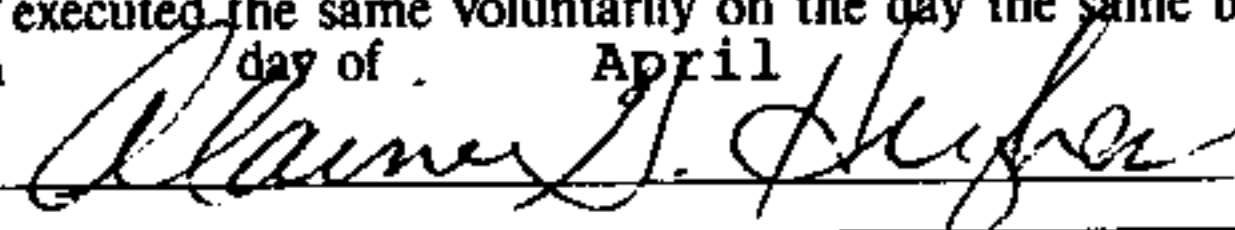
, a Notary Public in and for said County, in said state.

hereby certify that John E. Garlington and wife, Anna L. Garlington,

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 25th day of April, 1990.

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 _____

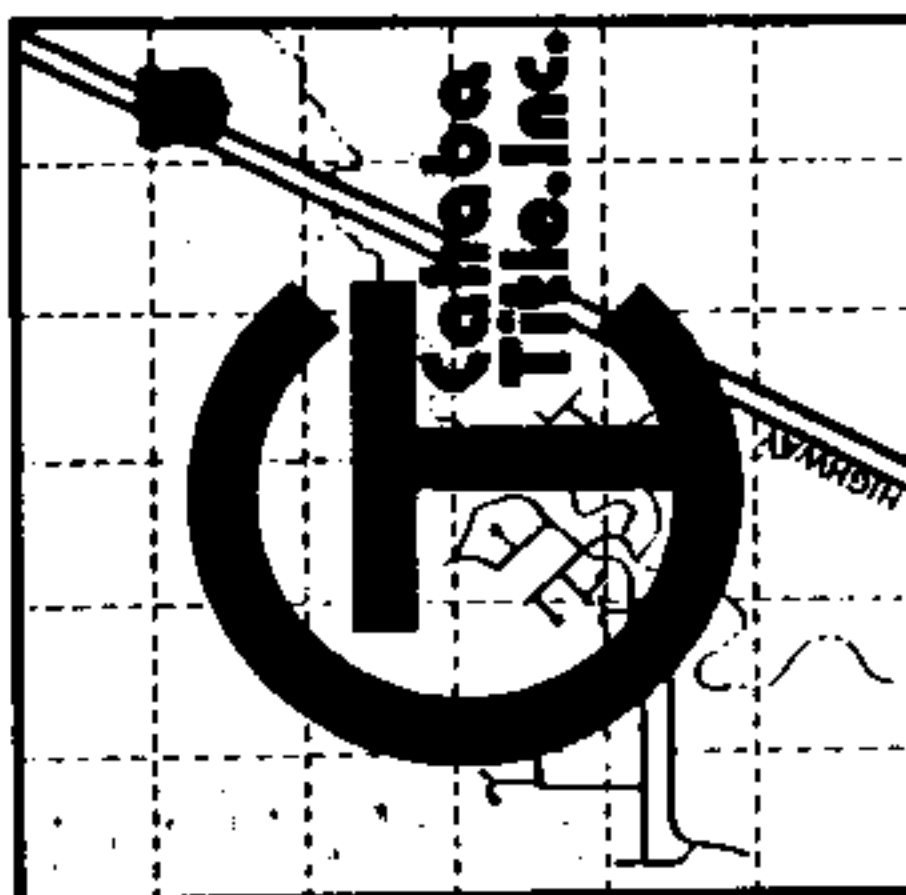
Notary Public

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"

Begin at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 4, Township 21 South, Range 2 West; thence run North 87 deg. 19 min. 37 sec. West along the South line of said 1/4 1/4 1323.34 feet to the Southwest corner of said 1/4 1/4; thence run North 00 deg. 09 min. 15 sec. West along the West line of said 1/4 1/4 1325.26 feet to the Northwest corner of said 1/4 1/4; thence run South 87 deg. 59 min. 17 sec. East along the North line of said 1/4 1/4 398.83 feet to its intersection with the Northeasterly right-of-way line of a right-of-way; thence run South 49 deg. 43 min. 45 sec. East along said right-of-way line 51.77 feet to the point of beginning of a curve to the right, said curve having a central angle of 06 deg. 12 min. 27 sec. and a radius of 952.11 feet; thence run along the arc of said curve 103.15 feet; thence run South 43 deg. 31 min. 15 sec. East along said right-of-way line 214.23 feet to the point of beginning of a curve to the left said curve having a central angle of 04 deg. 21 min. 45 sec. and a radius of 1282.73 feet; thence run along the arc of said curve 97.67 feet; thence run South 47 deg. 53 min. 00 sec. East along said right-of-way line 168.20 feet to the point of beginning of a curve to the right, said curve having a central angle of 06 deg. 52 min. 28 sec. and a radius of 862.47 feet; thence run along the arc of said curve 103.48 feet; thence run South 41 deg. 00 min. 32 sec. East along said right of way line 241.89 feet to the point of beginning of a curve to the right, said curve having a central angle of 10 deg. 29 min. 50 sec. and a radius of 1118.58 feet; thence run along the arc of said curve 204.94 feet; thence run South 30 deg. 30 min. 42 sec. East along said right-of-way line 244.16 feet to its intersection with the East line of said 1/4 1/4; thence run South 00 deg. 00 min. 04 sec. West along said East line 299.01 feet to the point of beginning.

Less and except the Roach Cemetary as recorded in Book 28 page 144 in the Office of the Judge of Probate of Shelby County, Alabama, said Roach Cemetary being more particularly described as follows: Commence at the said Southeast corner of said 1/4 1/4 and run North 87 deg. 19 min. 37 sec. West 161.00 feet; thence run North 47 deg. 56 min. 49 sec. East 113.88 feet; thence run North 00 deg. 51 min. 26 sec. East 36.31 feet to the point of beginning; thence continue on the last described course 208.72 feet; thence run North 89 deg. 09 min. 13 sec. West 208.69 feet; thence run South 00 deg. 51 min. 26 sec. West 208.72 feet; thence run South 89 deg. 09 min. 14 sec. East 208.69 feet to the point of beginning.

Subject to rights-of-way.

Mineral and mining rights excepted.

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 2.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 12.50

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

90 MAY -3 AM 11:44

JUDGE OF PROBATE

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