

**THIS INSTRUMENT WAS PREPARED BY:**

Leonard C. Tillman, Esq.  
Balch & Bingham  
P.O. Box 306  
Birmingham, Alabama 35201

**ADDRESS OF ASSIGNEE:**

Central Bank of the South, as Trustee under  
Trust Indenture dated as of July 1, 1991 with  
Alabama Housing Finance Authority  
701 South 32nd Street  
Birmingham, Alabama 35233

STATE OF ALABAMA )

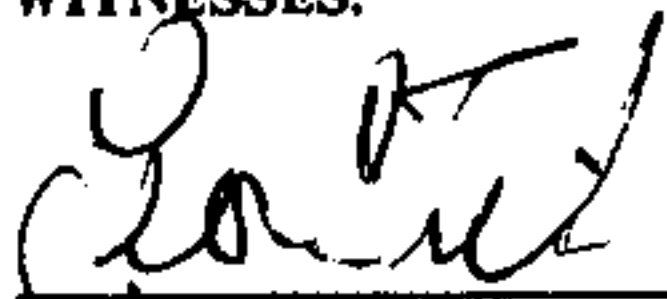
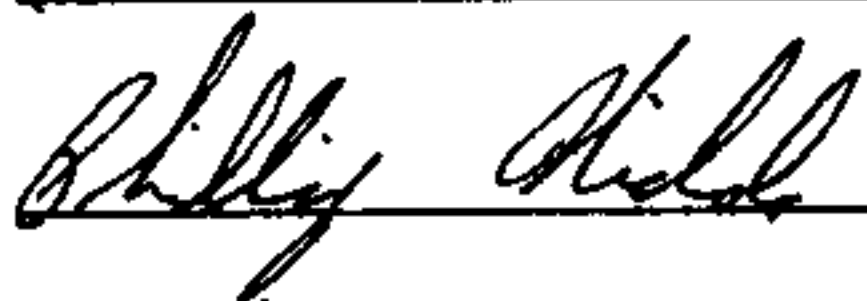
COUNTY OF SHELBY )

**ASSIGNMENT OF NOTES, MORTGAGES AND OTHER SECURITY DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS that Central Bank of the South (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority (which Trust Indenture is recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Real Property Book 505 at Page 483, et seq.) and Alabama Housing Finance Authority (collectively, "Assignor", whether one or more), for value received by Assignor in hand paid by Central Bank of the South, as Trustee under Trust Indenture dated as of July 1, 1991 with Alabama Housing Finance Authority ("Assignee"), (which Trust Indenture is recorded with the Alabama Secretary of State as Exhibit A to UCC-1 Financing Statement #91-28131 filed on July 29, 1991) does hereby convey and assign unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to each and every of those certain mortgages and other documents and agreements ("Security Documents") copies of the first pages of which are attached hereto as Exhibit A and made a part hereof, together with the note or notes and all other indebtedness secured by each of the Security Documents and all rights and benefits thereto and thereunder, and all right, title and interest in and to the property described in each such Security Document, and all related title, hazard and other insurance, all without recourse, representation or warranty.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly and properly executed effective as of the 1st day of October, 1991.

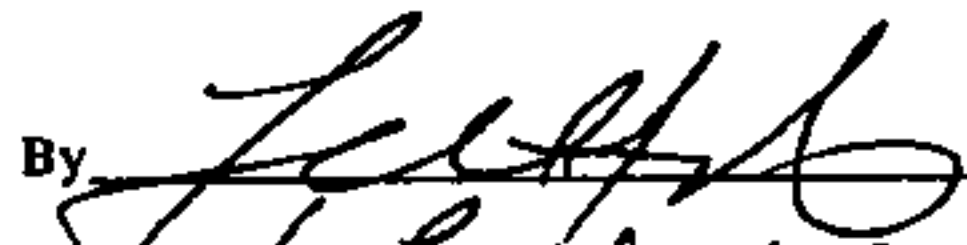
**WITNESSES:**

Balch & Bingham

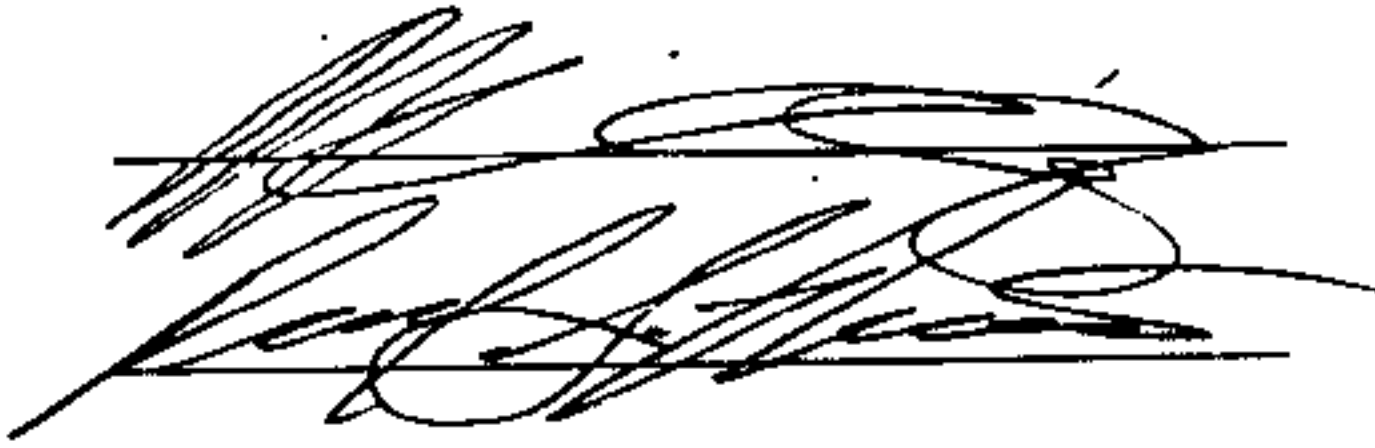
**CENTRAL BANK OF THE SOUTH**

(previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority

By   
Title V. P. & S. T. O.

BOOK 373 PAGE 167

WITNESSES:



ALABAMA HOUSING FINANCE  
AUTHORITY

By

Title Executive Director

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Fredrick A. Murphy, whose name as Vice President of **CENTRAL BANK OF THE SOUTH** (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of September, 1991.

Ann Marie Ellis

Notary Public

My commission expires: 07-29-95

[NOTARIAL SEAL]

BOOK 373 PAGE 168

STATE OF ALABAMA )

COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Strickland, whose name as Executive Director of **ALABAMA HOUSING FINANCE AUTHORITY**, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27th day of September, 1991.

Synn J. Faught

Notary Public

My commission expires: 05-25-94

[NOTARIAL SEAL]

## EXHIBIT A

[FIRST PAGE OF EACH MORTGAGE ASSIGNED]

BOOK 373 PAGE 169

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# MORTGAGE

THIS MORTGAGE is made this 7th day of November 1980 between the Grantor, William E. Fountain and wife, Kathleen Bradshaw Fountain (herein "Borrower"), and the Mortgagee, REAL ESTATE FINANCING, INC., a corporation organized and existing under the laws of Alabama, whose address is P. O. Box 669 Montgomery, Alabama 36101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100--Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2010.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 15, according to First Addition to Indian Highlands, as shown by map recorded in Map Book 5 Page 6 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Includes wall-to-wall carpeting.

This is a purchase money mortgage.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

This is a corrective mortgage of the mortgage recorded in Book 407, Pages 519-522 in the Office of the Judge of Probate, Shelby County, Alabama on November 12, 1980.

which has the address of 190 Cherokee Street Montevallo  
Alabama 35115  
(State and Zip Code) (Street) (City)  
(herein "Property Address");

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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MORTGAGE

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THIS MORTGAGE is made this 25th day of November, 1980, between the Grantor, Walter McLane Coleman & wife, Elaine Presson Coleman (herein "Borrower"), and the Mortgagee, WAC Real Estate Financing, Inc., a corporation organized and existing under the laws of ALABAMA, whose address is P. O. Box 669, Montgomery, Alabama 36101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11-25-80 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2010;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 10-A, according to a Resurvey of Lot 10, Eagle Wood Estates, First Sector, as recorded in Map Book 7, page 128, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

1. Taxes due in the year 1981 and thereafter.
2. Building set back line, drainage easements and public utility easements as shown by record plat.
3. Easements to Alabama Power Company and South Central Bell Telephone Company in Deed Book 312, page 157.
4. Easements to Alabama Power Company in Deed Book 107, page 526.

The proceeds of this loan have been applied to the purchase price of the property described herein and conveyed simultaneously herewith.

WAC  
THIS MORTGAGE IS BEING RE-RECORDED IN ORDER TO CORRECT THE OMISSION OF THE STATE OF INCORPORATION OF THE MORTGAGEE HEREIN AS ORIGINALLY RECORDED

which has the address of 1019 Burnt Pine Circle, Maylene, Alabama 35114  
(Street) (City)  
(herein "Property Address");  
(State and Zip Code)

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

JAMES F. BURFORD, III

# MORTGAGE

THIS MORTGAGE is made this 24th day of February 1981, between the Grantor, Keith W. Obrosky and wife, Eileen A. Obrosky (herein "Borrower"), and the Mortgagee, Real Estate Financing, Inc., a corporation organized and existing under the laws of the State of Alabama, whose address is P. O. Box 669, Montgomery, Alabama 36195 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Four Thousand and no/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 24, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2011;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 4, Block 9, according to the map and survey of Southwind, Third Sector, as recorded in Map Book 7, Page 25 A & B, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

which has the address of 1538 Caribbean Circle, Alabaster, Alabama 35007 (herein "Property Address");  
(Street) (City) (State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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# MORTGAGE

THIS MORTGAGE is made this...27th...day of...February...  
1981, between the Grantor, Larry Curtis Tate and wife, Kerry Warren Tate  
.....(herein "Borrower"), and the Mortgagee, Real Estate  
Financing, Inc. ...., a corporation organized and existing  
under the laws of Alabama....., whose address is P. O. Box 669 -  
Montgomery, Alabama 36101.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Nine Thousand One  
Hundred and No/100.....Dollars, which indebtedness is evidenced by Borrower's note  
dated...February 27, 1981 (herein "Note"), providing for monthly installments of principal and interest,  
with the balance of the indebtedness, if not sooner paid, due and payable on...March 1, 2011.....

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment  
of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein  
"Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with  
power of sale, the following described property located in the County of.....Shelby.....  
....., State of Alabama:

Lot 20, according to the Survey of Dearing Downs,  
Third Addition, as recorded in Map Book 8, Page 15,  
in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the  
purchase price of the property described herein,  
conveyed to mortgagors simultaneously herewith.

which has the address of...1383 Belmont Lane....., ..... Helena.....  
.....(Street).....(City)  
... Alabama 35080.....(herein "Property Address");  
.....(State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with  
all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,  
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter  
attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain  
a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold  
estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend  
generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions  
listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



# MORTGAGE

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THIS MORTGAGE is made this 21st day of April 1981, between the Grantor, Desmond Wylie O'Neill McAuley and wife, Kathy Poole McAuley (herein "Borrower"), and the Mortgagee, Real Estate Financing, Inc., a corporation organized and existing under the laws of the State of Alabama, whose address is P.O. Box 669, Montgomery, Alabama (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Six Thousand and No/100--- Dollars, which indebtedness is evidenced by Borrower's note dated April 21, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Commence at the NW corner of the SE 1/4 of the SE 1/4 of Section 12, Township 19, Range 2 West, said corner also being the NE corner of Lot 10, Block 17, according to the survey of Lincoln Park, a subdivision in Shelby County, Alabama; thence run Easterly along the North line of said 1/4-1/4 Section for a distance of 472.17 feet to the point of beginning of the tract of land hereinafter described, said point being the Northwesterly corner of a tract of land owned by the Grantors herein; from said point of beginning continue Eastwardly along said section line a distance of 374.96 feet to the Northwesterly right of way line of Cahaba Valley Road; thence turn to the right 131° 35' 30" and go in a Southwesterly direction along the Northwesterly line of Cahaba Valley Road a distance of 133.71 feet; thence turn right an angle of 48° 24' 30" and run Westerly a distance of 286.20 feet; thence turn 90° to the right and run a distance of 100 feet to the point of beginning.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

which has the address of 6124 Cahaba Valley Road, Birmingham, Alabama 35243 (herein "Property Address");  
(Street) (City) (State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



## MORTGAGE

THIS MORTGAGE is made this 6th day of April 1981, between the Grantor, EUGENE L. McCLURG and wife, OLIVE M. McCLURG (herein "Borrower"), and the Mortgagee, COLLATERAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the state of Alabama, whose address is 2100 First Avenue, North, Birmingham, Alabama 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-SIX THOUSAND AND NO/100-- Dollars, which indebtedness is evidenced by Borrower's note dated April 6th, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 44, according to the Survey of Cahaba Manor Town Homes, Second Addition, as recorded in Map Book 7, page 62, in the Office of the Judge of Probate of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

The attached rider is made a part of this mortgage and incorporated herein by reference.

which has the address of 779 Cahaba Manor Trail Pelham  
[Street] [City]  
Alabama 35124 (herein "Property Address");  
[State and Zip Code]

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

# MORTGAGE

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THE STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned David Thomas McGaha and wife, Deliska H. McGaha, of the City of Alabaster, County of Shelby, Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto REAL ESTATE FINANCING, INC.

, a corporation organized and existing under the laws of the State of Alabama, party of the second part (hereinafter called the Mortgagee), in the full sum of FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 -----Dollars (\$51,600.00-----).

money lent and advanced, with interest at the rate of ELEVEN ----- per centum (-----11.0 %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of Real Estate Financing, Inc. in Montgomery, Alabama, or at such other place as the holder may designate in writing, in monthly installments of FOUR HUNDRED NINETY-ONE AND 40/100 ----- Dollars (\$ 491.40 -----), commencing on the first day of JANUARY, 19 81, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of DECEMBER, 2010.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagors, David Thomas McGaha and wife, Deliska H. McGaha in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due, we the said David Thomas McGaha and wife, Deliska H. McGaha do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot 2, according to the map and survey of Navajo Hills  
6th Sector, as recorded in Map Book 6, Page 67, in the  
Probate Office of Shelby County, Alabama.  
Minerals and mining rights excepted.

Subject to existing easements, restrictions, reservations, set-back lines, rights-of-way and limitations, if any, of record.

The proceeds of this mortgage loan have been applied on the purchase price of the property described herein, conveyed to the mortgagors simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Participate. School

# MORTGAGE

THE STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Thomas C. Wilks and wife, Brenda M. Wilks, of the City of Birmingham, County of Jefferson, State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto REAL ESTATE FINANCING, INC.

, a corporation organized and existing under the laws of Alabama, party of the second part (hereinafter called the Mortgagee), in the full sum of Fifty-Four Thousand Eight Hundred Fifty and no/100---Dollars (\$ 54,850.00 ).

money lent and advanced, with interest at the rate of -----Eleven-----per centum (-----11.00-----%) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of REAL ESTATE FINANCING, INC. in Montgomery, Alabama, or at such other place as the holder may designate in writing, in monthly installments of Five Hundred Twenty-Two and 35/100-----Dollars (\$ 522.35-----), commencing on the first day of February 1981, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor Thomas C. Wilks and wife, Brenda M. Wilks in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due they the said Thomas C. Wilks and wife, Brenda M. Wilks

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot 18, in Block 1, according to Wildewood Village - First Addition, as shown by survey recorded in Map Book 8 Page 38 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Includes wall-to-wall carpeting.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

This is a purchase money mortgage.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

# MORTGAGE

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THE STATE OF ALABAMA,  
SHELBY COUNTY.

## KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Harold Delane Sligh, an unmarried man

county of Shelby, of the city of Helena  
and State of Alabama  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto  
Real Estate Financing, Inc.

a corporation organized and existing under the laws of  
the State of Alabama, party of the second part (hereinafter called the Mortgagee), in the  
full sum of Sixty Seven Thousand Five Hundred and no/100----- Dollars  
(\$ 67,500.00 ), money lent and advanced, with interest at the rate of  
eleven per centum ( 11 %) per annum until paid, for which amount the  
Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date  
with these presents, the said principal and interest to be payable at the office of Real Estate Financing, Inc.  
in Montgomery, Alabama, or at such other place as the holder may designate  
in writing delivered or mailed to the Mortgagor in monthly installments of  
Six Hundred Forty Two and 82/100-----Dollars (\$ 642.82 ), commencing on the first  
day of May, 19 81, and continuing on the first day of each month thereafter until the  
principal and interest are fully paid, except that the final payment of principal and interest, if not sooner  
paid, shall be due and payable on the first day of April, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several  
installments of principal, interest, and monthly payments hereinafter provided for, and any additional  
indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures  
made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-  
signed Mortgagor Harold Delane Sligh, an unmarried man  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of  
securing the prompt payment of said indebtedness as it becomes due I the said  
Harold Delane Sligh, an unmarried man do hereby  
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property  
situated in Shelby County, Alabama, to wit:

Lot 24, according to the survey of Dearing Downs-Third Addition  
as recorded in Map Book 8, Page 15 in the Probate Office of  
Shelby County, Alabama.

Subject to easements and restrictions of record.

The proceeds of this loan have been applied on the purchase  
price of the property described herein, conveyed to mortgagor  
simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and  
profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-  
lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-  
after attached to or used in connection with the premises herein described and in addition thereto the  
following described household appliances, which are, and shall be deemed to be, fixtures and a part of  
the realty, and are a portion of the security for the indebtedness herein mentioned:  
wall to wall carpeting

BOOK 410 PAGE 634

BOOK 373 PAGE 178

# MORTGAGE

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THIS MORTGAGE is made this 1st day of December 1980, between the Grantor, Kenneth E. Barclay and wife, Andrea K. Barclay (herein "Borrower"), and the Mortgagee, Real Estate Financing, Inc., a corporation organized and existing under the laws of Alabama, whose address is P.O. Box 669, Montgomery, Alabama 36101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty seven thousand five hundred and no/100 (\$57,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot 22, according to the survey of Dearing Downs, Third Addition, as recorded in Map Book 8 Page 15 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; LESS AND EXCEPT a portion sold to Evelyn B. Billingsley described as follows: Begin at the most westerly corner of Lot 22 according to said survey of Dearing Downs, Third Addition, said point being the most westerly corner of Lot 21; thence in an easterly direction along the most southerly line of said Lot 22, said line also being the most northerly line of said Lot 21, a distance of 224.84 feet to the southeast corner of said Lot 22, said point also being the northeast corner of said Lot 21, said point also being on a curve to the right, said curve having a radius of 454.11 feet and a central angle of 1 deg. 46 min. 06 sec., said curve also being the westerly right-of-way line of Dearing Downs Circle; thence 90 deg. left to tangent of said curve; thence along arc of said curve in a northerly direction along said right-of-way line being the east line of said Lot 22, a distance of 14.01 feet to end of said curve; thence 95 deg. 19 min. 51 sec. left, measured from tangent of said curve in a westerly direction a distance of 225.50 feet to the point of beginning.

Subject to taxes for 1981.

Subject to restrictions, reservations, rights of way, easements, building lines and transmission line permits of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

which has the address of 1377 Dearing Downs Circle Helena, Alabama 35080 (herein "Property Address");  
(Street) (City) (State and Zip Code)

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Larry Halcomb



William E. Fountain and wife,  
Kathleen Bradshaw Fountain

Book 408, Page 183  
Book 410, Page 199

Walter McLane Coleman and wife,  
Elaine Presson Coleman

Book 408, Page 28  
Book 409, Page 14

Keith W. Obrosky and wife, Eileen A. Obrosky Book 410, Page 207

Larry Curtis Tate, and wife,  
Kerry Warren Tate

Book 410, Page 299

Desmond Wylie O'Neill McAuley and wife,  
Kathy Poole McAuley

Book 412, Page 321

Eugene L. McClurg and wife, Olive M. McClurg Book 411, Page 375

David Thomas McGaha and wife,  
Deliska H. McGaha

Book 407, Page 880

Thomas C. Wilks and wife, Brenda M. Wilks

Book 408, Page 540

Harold Delane Sligh, and unmarried man

Book 410, Page 634

Kenneth E. Barclay and wife,  
Andrea K. Barclay

Book 408, Page 98

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

91 NOV 15 AM 9:05

*James H. [Signature]*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	
3. Recording Fee	\$	33.00
4. Indexing Fee	\$	14.00
5. No Tax Fee	\$	
6. Certified Fee	\$	7.00
Total	\$	54.00