

**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 )

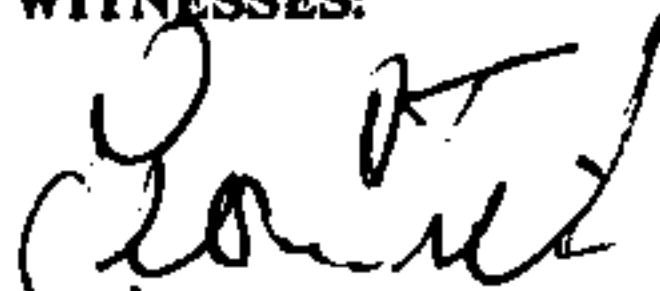
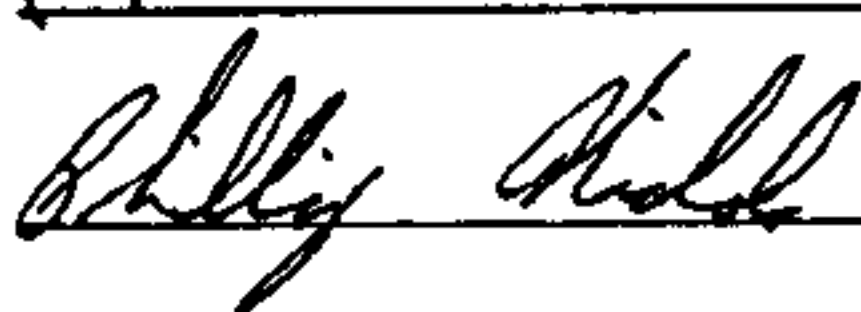
COUNTY OF SHELBY )

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

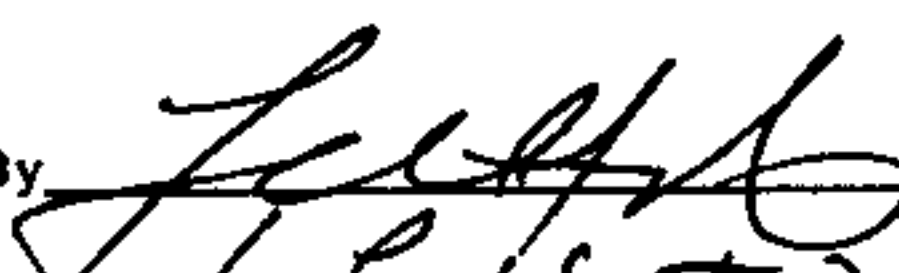
KNOW ALL MEN BY THESE PRESENTS that Central Bank of the South (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority (which Trust Indenture is recorded in the Office of the Judge of Probate of Montgomery County, 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.

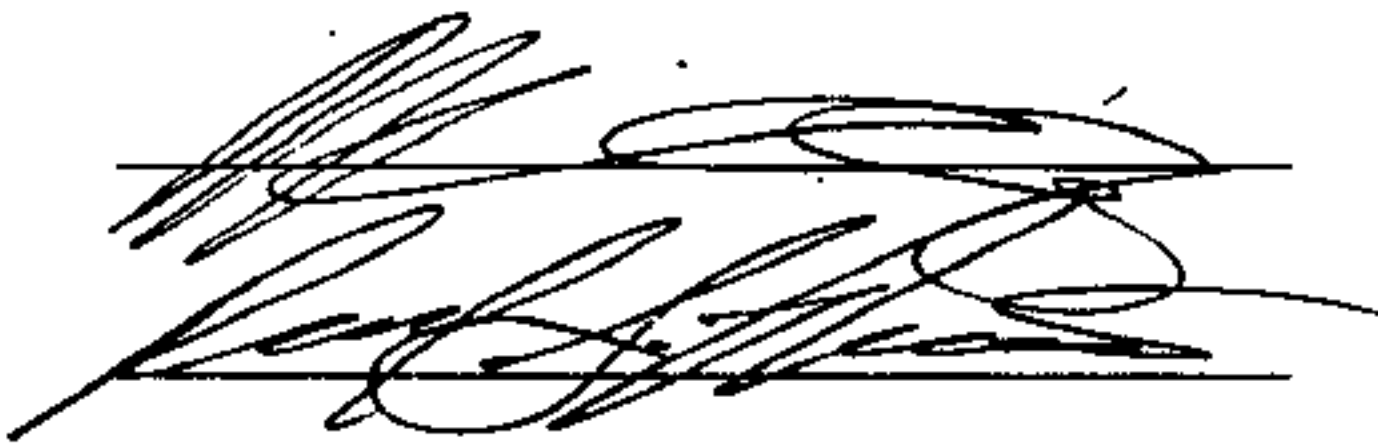
**WITNESSES:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**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 J. P. S. T. O.

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.

Anne Marie Ellis  
Notary Public

My commission expires: 07-29-95

[NOTARIAL SEAL]

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.

Lynn J. Faught  
Notary Public

My commission expires: 05-25-94

[NOTARIAL SEAL]

BOOK 373 PAGE 470

## EXHIBIT A

[FIRST PAGE OF EACH MORTGAGE ASSIGNED]

BOOK 373 PAGE 471

# MORTGAGE

681

THIS MORTGAGE is made this 20th day of February, 19 81, between the Grantor, Larry D. Franks and wife Judy A. Franks (herein "Borrower"), and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham, a corporation organized and existing under the laws of Alabama, whose address is 215 North 21st Street, Birmingham, AL 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY NINE THOUSAND & 00/100 39,000.00 Dollars, which indebtedness is evidenced by Borrower's note dated February 20, 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, 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:

Lots 5 and 6 in Block 90, according to J. H. Dunstan's Map of the town of Calera, Alabama; being situated in Shelby County, Alabama.

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

which has the address of No 5th Ave. & 18th St. Lots 5&6, Calera

(Street)

(City)

AL 35040 (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 seized 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.

ALABAMA-1 to 4 Family-6/75\*-FNMA/FHLMC UNIFORM INSTRUMENT

See assign. mic. Book 35 Page 608  
BOOK 373 PAGE 472  
BOOK 410 PAGE 67

690  
**MORTGAGE**  
157

APR 13 1981

APR 27 1981

THIS MORTGAGE is made this 20th day of March 1981, between the Grantor, Phillip L. Edge and wife, Eunice W. Edge (herein "Borrower"), and the Mortgagee, Engel Mortgage Company, Inc., a corporation organized and existing under the laws of the State of Delaware, whose address is P.O. Box 847, Birmingham, Alabama 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Seven Thousand Five Hundred and No/100-----Dollars, which indebtedness is evidenced by Borrower's note dated March 20, 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 first of April 2011. *five*

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 23, according to the Map and Survey of Royal Oaks, Second Sector, as recorded in Map Book 7, page 77, in the Probate Office of Shelby County, Alabama, being situated in 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 2424 Royal Lane 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.

BOOK 373 PAGE 473

BOOK 411 PAGE 224

BOOK 411 PAGE 599

# MORTGAGE

997

THIS MORTGAGE is made this 23rd day of April 1981, between the Grantor, Patrick Thomas O'Hara and wife, Debra Nell O'Hara, (herein "Borrower"), and the Mortgagee, Birmingham Federal Savings and Loan Association, a corporation organized and existing under the laws of Alabama, whose address is 511 South 20th Street Birmingham, Alabama 35233 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY NINE THOUSAND FIVE HUNDRED AND NO/100 (\$49,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 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 24, Block 4, according to the survey of Cahaba Valley Estates- Seventh Sector, as recorded in Map Book 6, Page 82, 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 614 Valleyview Drive Pelham, Alabama 35124 (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 seized 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.

321

# MORTGAGE

JUN 12 1981

THIS MORTGAGE is made this 29th day of May 1981, between the Grantor, Evelyn W. Richardson, a single woman (herein "Borrower"), and the Mortgagee, Engel Mortgage Company, Inc., a corporation organized and existing under the laws of Delaware, whose address is P.O. Box 847, Birmingham, Alabama 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty nine thousand five hundred and no/100 (\$49,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 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 June 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 12, according to the survey of Woodland Hills - First Phase - Fifth Sector as recorded in Map Book 7, Page 152 in the Probate Office of Shelby County, Alabama.

Subject to taxes for 1981.

Subject to building lines, easements, and restrictions of record.

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 722 Forest Ridge Road 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.

27

# MORTGAGE

THE STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned **Willie Aliene Dunn**, an unmarried female  
of the City of **Maylene**, County of **Shelby**  
and State of **Alabama**, party of the first part (hereinafter called the Mortgagor), has become justly  
indebted unto

**Johnson & Associates Mortgage Co.**  
a corporation organized and existing under the laws of the State of  
**Delaware**, party of the second part (hereinafter called the Mortgagee), in the full sum of  
**Thirty Eight Thousand and no/100**-----Dollars (\$ **38,000.00** ),

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 **Johnson & Associates Mortgage Co.** P.O. Box 7565-A  
in **Birmingham, AL 35253**, or at such other place as the holder may designate in  
writing, in monthly installments of **Three Hundred Sixty One and 88/100**-----  
Dollars (\$ **361.88** ), commencing on the first day of **June**, 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 **May** 20**11**

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 Mortga-  
gee 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  
**Willie Aliene Dunn**  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay-  
ment of said indebtedness as it becomes due **she** the said mortgagor

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

Lot 133, according to the survey of **corsentino's Addition to Eagle**  
**Wood Estates, Fourth Sector, First Phase** as recorded in Map Book  
**8, page 17, 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.

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 **she** is seized of said real property in fee simple, and has a  
good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortga-  
gor'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 in-  
tention to exercise such privilege is given at least thirty (30) days prior to prepayment.

**WILLIAM H. HALBROOKS**  
SUITE 820

#1 INDEPENDENCE PLAZA

TE OF ALABAMA

1084  
**MORTGAGE**

THE STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Timothy A. Collins and wife, Joni McMahon Collins  
of the City of Maylene, County of Shelby  
and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly  
indebted unto Johnson & Associates Mortgage Co.  
a corporation organized and existing under the laws of the State of  
Delaware, party of the second part (hereinafter called the Mortgagee), in the full sum of  
Thirty-Eight Thousand and No/100-----Dollars (\$ 38,000.00 ).

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 Johnson & Associates Mortgage Co. P.O. Box 7565-A  
in Birmingham, AL 35223, or at such other place as the holder may designate in  
writing, in monthly installments of Three Hundred Sixty-One and 88/100-----  
Dollars (\$ 361.88 ), commencing on the first day of May, 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 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 Mortga-  
gee 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  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay-  
ment of said indebtedness as it becomes due they the said Timothy A. Collins and wife,  
Joni McMahon Collins  
do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in  
Shelby County, Alabama, to wit:

Lot 137, according to the Survey of Corsentino's Addition to Eagle  
Wood Estates, Fourth Sector, as recorded in Map Book 8, page 17, 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.

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 Mortga-  
gor'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 in-  
tention to exercise such privilege is given at least thirty (30) days prior to prepayment.

WILLIAM H. HALBROOKS  
SUITE 820

266

# MORTGAGE

19 81

THIS MORTGAGE is made this 6th day of May  
between the Grantor, Jack E. Kelley and wife, Linda M. Kelley

(herein "Borrower"), and the Mortgagee,

Leedy Mortgage Company, Inc.  
existing under the laws of Alabama

, a corporation organized and

whose address is P.O. Box 10087, Birmingham, Alabama 35202  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty five thousand and  
no/100 (\$35,000.00) Dollars,  
which indebtedness is evidenced by Borrower's note dated May 6, 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 June 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:

A part of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 13, Township 22 South, Range 1 East, described  
as follows:

To find the point of beginning start at the NE corner of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ; thence  
South 2 deg. East along the East line of the said SE $\frac{1}{4}$  of SW $\frac{1}{4}$  a distance of 210  
feet to a point; thence at a deflection angle of 57 deg. 07 min. to the right a  
distance of 136.3 feet to a point; thence at a deflection angle of 18 deg. 31  
min. to the left a distance of 152.5 feet to a point; thence at a deflection  
angle of 35 deg. 10 min. to the left a distance of 100 feet to a point which is  
the point of beginning; thence at a deflection angle of 11 deg. 01 min. to the  
right a distance of 140.2 feet to a point; thence at a deflection angle of 85  
deg. 34 min. to the left a distance of 172.1 feet to a point; thence at a deflection  
angle of 90 deg. 43 min. to the left a distance of 201.0 feet to a point; thence  
at a deflection angle of 108 deg. 01 min. to the left a distance of 190.8 feet  
to the point of beginning, containing .68 acres. Situated in Shelby County,  
Alabama.

Subject to taxes for 1981.

Subject to rights of Alabama Power Company for flood rights of 397 feet below  
datum plane as shown by deed dated September 16, 1965 recorded in Deed Book 238,  
page 226, 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 mortgagor simultaneously herewith.

which has the address of Route 1 Shelby  
Alabama 35143  
(State and Zip Code)  
(herein "Property Address");  
(City)

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 seized 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.

see Assigned Mrs. Book 40 page 612 (5-8-81)  
BOOK 412 PAGE 160

BOOK 373 PAGE 478

## MORTGAGE

—THIS MORTGAGE is made this 27th day of March  
between the Grantor, William Kim Burke and wife, Donna H. Burke

1981 .

(herein "Borrower"), and the Mortgagee,

Leedy Mortgage Company, Inc.  
existing under the laws of Alabama

, a corporation organized and

, whose address is P.O. Box 10087, Birmingham, Alabama 35202  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty five thousand three hundred and no/100 (\$65,300.00) ----- Dollars, which indebtedness is evidenced by Borrower's note dated March 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 April 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 13, according to the survey of Old Mill Trace as recorded in Map Book 7, page 99 in the Probate Office of Shelby County, Alabama.

Subject to taxes for 1981.

Subject to restrictions, easements, building lines, and rights of way 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 **4942 Caldwell Mill Lane**  
Alabama 35243 (Street)  
(herein "Property Address");  
[State and Zip Code]

**Birmingham**  
[City]

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 seized 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

1028

THIS MORTGAGE is made this 26th day of December, 19 80, between the  
Grantor, Charles LeGrand Passmore, a single man  
Borrower, and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham, a  
corporation organized and existing under the laws of Alabama, whose address is  
215 North 21st Street, Birmingham, AL 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY SEVEN THOUSAND & 00/100  
37,000.00 Dollars, which indebtedness is evidenced by  
Borrower's note dated December 26, 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, 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 27, in Block 5, Oak Mountain Estates, Third Sector, according to  
Map as recorded in Map Book 5, Page 83, in the Office of the Judge of  
Probate of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

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

This conveyance is executed and delivered subject to covenants and restrictions  
appearing of record in said Probate Office affecting said property.

which has the address of 505 Canterbury Road Palham  
(Street) (City)  
AL 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 seized 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.

See assign mem. Book 39 Page 860  
BOOK 408 PAGE 846  
BOOK 373 PAGE 481

Larry D. Franks and wife, Judy A. Franks  
Phillip L. Edge and wife, Eunice W. Edge

Book 410, Page 67

Book 411, Page 224  
Book 411, Page 599

Patrick Thomas O'Hara and wife,  
Debra Nell O'Hara

Book 411, Page 832

Evelyn W. Richardson, a single woman

Book 413, Page 135

Willie Aliene Dunn, an unmarried female

Book 411, Page 942

Timothy A. Collins and wife,  
Joni McMahon Collins

Book 411, Page 88

Jack E. Kelley and wife, Linda M. Kelley

Book 412, Page 160

William Kim Burke and wife, Donna H. Burke

Book 410, Page 983

Don Piazza and wife, Paula Piazza

Book 409, Page 497

Charles LeGrand Passmore, a single man

Book 408, Page 846

BOOK 373 PAGE 482

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

91 NOV 18 AM 9:00

JUDGE OF PROBATE

|                  |    |       |
|------------------|----|-------|
| 1. Deed Tax      | \$ |       |
| 2. Mtg. Tax      | \$ | 35.00 |
| 3. Recording Fee | \$ | 13.00 |
| 4. Indexing Fee  | \$ |       |
| 5. No Tax Fee    | \$ | 1.00  |
| 6. Certified Fee | \$ |       |
| Total            | \$ | 49.00 |