

**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 )

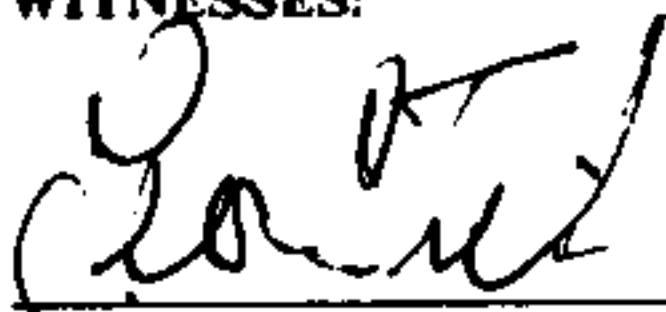
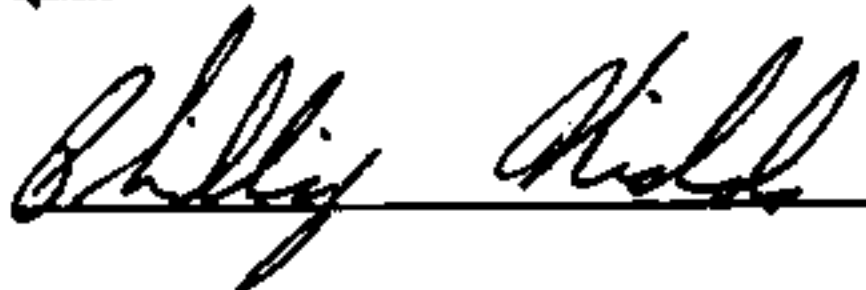
COUNTY OF SHELBY )

**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.

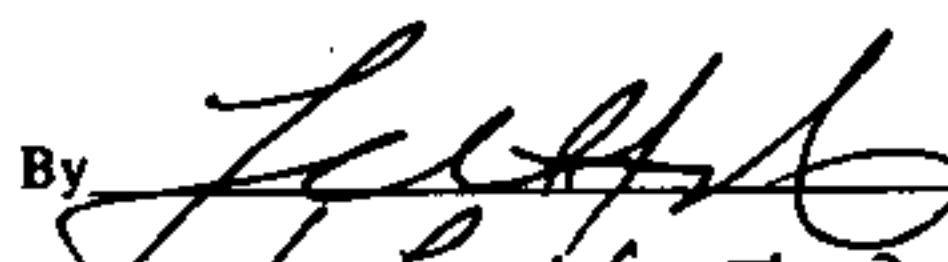
**WITNESSES:**

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

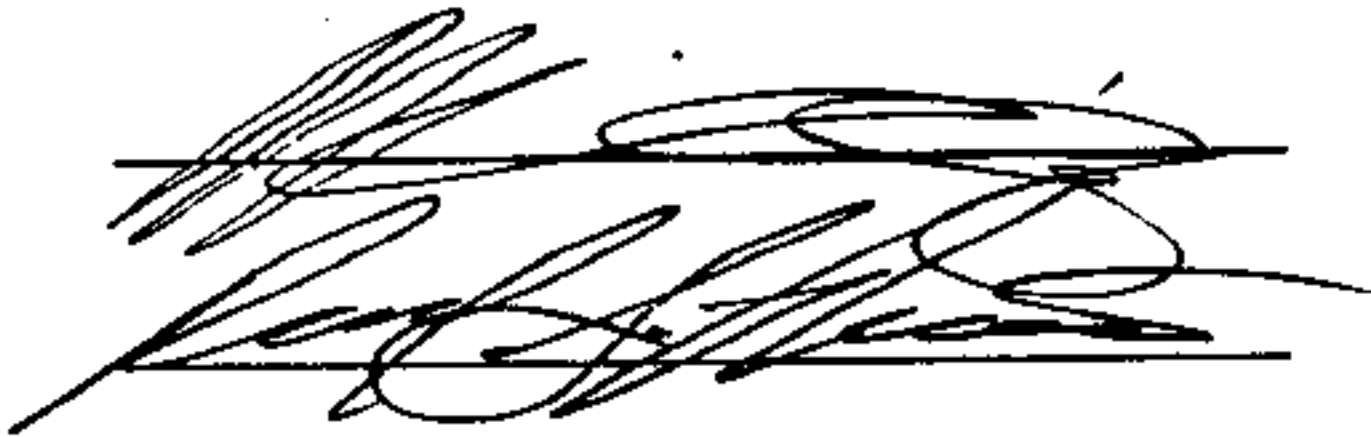
**CENTRAL BANK OF THE SOUTH**  
(previously named Central Bank of  
Birmingham), as Trustee under Trust Indenture  
dated as of October 1, 1980 with Alabama  
Housing Finance Authority

By

Title

  
\_\_\_\_\_  
V. 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.

BOOK 373 PAGE 937

[NOTARIAL SEAL]



Notary Public

My commission expires: 07-29-95

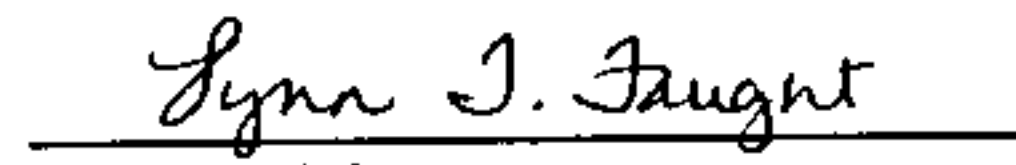
STATE OF ALABAMA )

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.

[NOTARIAL SEAL]



Notary Public

My commission expires: 05-25-94

**EXHIBIT A**

**[FIRST PAGE OF EACH MORTGAGE ASSIGNED]**

BOOK 373 PAGE 938

NOV 25 1980

ALABAMA

126  
**MORTGAGE**

THE STATE OF ALABAMA,  
SHELBY COUNTY.

**KNOW ALL MEN BY THESE PRESENTS:**

That whereas the undersigned James Larry Mathis and wife, Gayle G. Mathis

county of Shelby, of the city of Maylene  
and State of Alabama  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto  
ENGEL MORTGAGE COMPANY, INC.

Delaware, a corporation organized and existing under the laws of  
party of the second part (hereinafter called the Mortgagee), in the  
full sum of Sixty-One Thousand and no/100-----Dollars  
(\$ 61,000.00 ), 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 ENGEL MORTGAGE COMPANY  
in Birmingham, Alabama, or at such other place as the holder may designate  
in writing delivered or mailed to the Mortgagor in monthly installments of Five Hundred Eighty  
and 92/100-----Dollars (\$ 580.92 ), commencing on the first  
day of December, 19 80, 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 November, 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 under-  
signed Mortgagor James Larry Mathis and wife, Gayle G. Mathis  
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  
James Larry Mathis and wife, Gayle G. Mathis do hereby  
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property  
situated in Shelby County, Alabama, to wit:

Commence at the Northeast corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 26, Township  
20 South, Range 4 West, Shelby County, Alabama, thence run Southerly along the  
East line of said quarter-quarter 688.73 feet to a point in the centerline of  
Shelby County Highway No.13; thence 46 deg. 0 min. right and run Southwesterly  
along centerline of said Highway 200.0 feet to a point; thence 3 deg. 41 min.  
right and run Southwesterly along said centerline 200.0 feet to a point; thence  
4 deg. 04 min. right and continue along same centerline 144.0 feet to a point;  
thence 91 deg. 15 min. right and run Northwesterly 40.01 feet to a point on the  
Northerly right-of-way of Highway 13, and the point of beginning of the property  
being described; thence 87 deg. 55 min. right to chord and run Northeasterly  
along Highway right-of-way line a chord distance of 208.71 feet to a point;  
thence 87 deg. 55 min. left from chord and run Northwesterly 209.0 feet to a  
point; thence 92 deg. 05 min. left and run Southwesterly 208.71 feet to a point  
thence 87 deg. 55 min. left and run Southeasterly 209.0 feet to the point of  
beginning. Subject to easements and restrictions of record.  
Mineral and mining rights excepted.  
Includes wall-to-wall carpeting, range or counter top unit, dishwasher and  
range hood. This is a purchase money mortgage.  
The proceeds of this loan have been applied on the purchase price of the prop-  
erty described herein conveyed to mortgagors 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:

846

# MORTGAGE

THIS MORTGAGE is made this 15TH day of DECEMBER 1980 ,  
between the Grantor, JAMES H. PENNINGTON AND WIFE, ROBBIE M. PENNINGTON

(herein "Borrower"), and the Mortgagee, CITY FEDERAL

SAVINGS & LOAN ASSOCIATION

, a corporation organized and  
existing under the laws of THE UNITED STATES OF AMERICA

whose address is 2030 SECOND AVE. NORTH, BIRMINGHAM, ALABAMA, 35203  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY ONE THOUSAND AND

Dollars,

NO. 100

which indebtedness is evidenced by Borrower's note dated DECEMBER 15, 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 25, ACCORDING TO THE SURVEY OF SHANNON GLEN, AS RECORDED  
IN MAP BOOK 7, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUN-  
TY, ALABAMA.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED ON THE PURCHASE PRICE  
OF THE PROPERTY DESCRIBED HEREIN, CONVEYED TO THE MORTGAGORS  
SIMULTANEOUSLY HEREWITH.

which has the address of 5116 SHAMROCK DRIVE

HELENA

(City)

ALABAMA 35080  
(State and Zip Code)

(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 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.

#127253  
This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE  
339

THE STATE OF ALABAMA,  
Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Dixie Walker, a single woman  
of the City of Montevallo, County of Shelby  
and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly  
indebted unto Mortgage Corporation of the South

, a corporation organized and existing under the laws of Alabama  
, party of the second part (hereinafter called the Mortgagee), in the full sum of  
Forty four thousand five hundred and no/100 ----- Dollars (\$ 44,500.00 ).

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 Mortgage Corporation of the South, 2119 6th Avenue North  
in Birmingham, Alabama, or at such other place as the holder may designate in  
writing, in monthly installments of Four hundred twenty three and 78/100 -----  
Dollars (\$ 423.78 ), commencing on the first day of July, 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 June, 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  
Dixie Walker, a single woman  
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 I the said  
Dixie Walker, a single woman

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in  
Shelby County, Alabama, to wit: Lot 27, Block 1, according  
to the survey of Green Valley, Third Sector, First Addition as recorded in Map Book 6, Page  
162 in the Probate Office of Shelby County, Alabama, and part of the Northwest 1/4 of the  
Northeast 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, being  
more particularly described as follows:

From the Northeast corner of Lot 27, Block 1, Green Valley, Third Sector, First Addition, as  
recorded in Map Book 6, page 162, in the Office of the Judge of Probate of Shelby County,  
Alabama, run in a southerly direction along the east line of said Lot 27 for a distance of  
201.03 feet to the southeast corner of said Lot 27, said point also being on the northerly  
right of way line of Fran Drive; thence turn an angle to the left of 90 deg. and run in an  
easterly direction along said northerly right of way line for a distance of 35 feet; thence  
turn an angle to the left of 90 deg. and, leaving said right of way line, run in a northerly  
direction for a distance of 200.02 feet; thence turn an angle to the left of 88 deg. 21 min.  
and run in a westerly direction for a distance of 35.01 feet to the point of beginning.  
Subject to taxes for 1981.

Subject to building lines and transmission line permit of record. The proceeds of this loan have been applied on the  
purchase price of the property described herein,  
This conveyance includes range, refrigerator, and  
dishwasher. conveyed to mortgagor 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 I am 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.



ALABAMA

198  
MORTGAGE

THE STATE OF ALABAMA,  
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned

Jerry Lee Bennett and wife, Joyce D. Bennett

, of the city of Alabaster  
and State of Alabama  
county of Shelby  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto  
Mortgage Corporation of the South

, 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 five thousand and no/100 ----- Dollars  
(\$ 55,000.00 ), 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 Mtg. Corp. of the South  
in Birmingham, Alabama, or at such other place as the holder may designate  
in writing delivered or mailed to the Mortgagor in monthly installments of Five hundred twenty  
three and 78/100 ----- Dollars (\$ 523.78 ), commencing on the first  
day of March, 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 February, 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 Jerry Lee Bennett and wife, Joyce D. Bennett  
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  
Jerry Lee Bennett and wife, Joyce D. Bennett 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 16, in Block 1, according to the survey of Hamlet, Second Sector, as  
recorded in Map Book 8 Page 36 in the Probate Office of Shelby County,  
Alabama.

Subject to taxes for 1981.

Subject to easements, building lines, rights of way, and transmission  
line permits and restrictions, if any, 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.

See Assignee. Misc. Book 39 Page 4 11-8-81

BOOK 409 PAGE 97 BOOK 373 PAGE 942

119498  
AL HOUSING

721  
**MORTGAGE**

#779510  
Al. Fanning

THIS MORTGAGE is made this 15th day of May 1981, between the Grantor, Joseph L. Lewis and wife, Willie Lois Lewis (herein "Borrower"), and the Mortgagee, Mortgage Corporation of the South, a corporation organized and existing under the laws of Alabama, whose address is 2119 6th Avenue North, Birmingham, Alabama (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty seven thousand five hundred and no/100 (\$47,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 15, 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 parcel of land lying in the NW 1/4 of NW 1/4 of Section 1, Township 21 South, Range 3 West, and more particularly described as follows: Starting at the Southwest corner of the said NW 1/4 of NW 1/4 of Section 1, Township 21 South, Range 3 West, and run North 14 deg. 55 min. East a distance of 493.2 feet to a point on the East edge of the Simsville-Alabaster Road; thence run North 30 deg. 02 min. East a distance of 388.4 feet to a point on the Southeast edge of the said Simsville-Alabaster Road; thence run South 70 deg. 25 min. East a distance of 15.0 feet to an iron marker on the said Southeast right-of-way line of the said Simsville-Alabaster Road, the point of beginning; thence continue along the same line a distance of 235.0 feet to an iron marker; thence run North 19 deg. 35 min. East a distance of 105.0 feet to an iron marker; thence run North 70 deg. 25 min. West a distance of 210.0 feet to an iron marker on the said Southeast right-of-way line of said Simsville-Alabaster Road; thence run southwesterly along the said Southeast right-of-way line of said Simsville-Alabaster road along a curve to the left a distance of 106.2 feet to the point of beginning; said parcel of land lies in the said NW 1/4 of NW 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama.

Subject to taxes for 1981.

Subject to 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 Route 1 Box 582 Simsville Road Alabaster Alabama (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 412 PAGE 604 See Assign & Disc. Bk. 40 pg. 764

BOOK 373 PAGE 943



# MORTGAGE

THE STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned B. Dale Henderson and wife, Sue Ann Henderson, of the City of Alabaster, County of Shelby, Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto CHARTER MORTGAGE COMPANY

, a corporation organized and existing under the laws of Florida, party of the second part (hereinafter called the Mortgagee), in the full sum of Fifty-nine Thousand, Four Hundred and No/00----- Dollars (\$ 59,400.00 ).

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 Charter Mortgage Company in Jacksonville, Florida, or at such other place as the holder may designate in writing, in monthly installments of Five Hundred, Sixty-five and 68/100----- Dollars (\$ 565.68 ), commencing on the first day of Dec. 1980, 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 November, 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 Mortgagor B. Dale Henderson and wife, Sue Ann Henderson, 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 B. Dale Henderson and wife, Sue Ann Henderson,

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

Lot 12, in Block 8, according to the Survey of Southwind, Third Sector, as recorded in Map Book 7, Page 25, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) A 35-foot building set back line from Caribbean Circle; (3) Utility easement over rear of said lot as shown on recorded map; (4) Transmission line permit to Alabama Power Company recorded in Deed Book 309, Page 375; (5) Restrictions recorded in Misc. Book 23, Page 535; (6) Easements as to underground cables, recorded in Misc. Book 24, Page 434; (7) Agreement with Alabama Power Company recorded in Misc. Book 24, Page 439.

The proceeds of this loan have been applied toward the purchase price of the property described above 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 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.

ODOM, MAY & DEBUIX, ATTORNEYS

P. O. BOX

# MORTGAGE

888

THIS MORTGAGE is made this 21st day of November 1980, between the Grantor, Richard C. King and wife, Donna M. King, Charter Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is P.O. Box 2139, Jacksonville, Florida 32232 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-three Thousand, Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 21, 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 21, Block 5, according to the Survey of Southwind, Fourth Sector, recorded in Map Book 7, Page 97, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) A 35-foot building set back line from Tahiti Terrace; (3) A 5 foot utility easement over South side and 15 foot over rear of lot as shown on recorded map; (4) Restrictions recorded in Misc. Book 27, Page 978; (5) Permit to Alabama Power Company recorded in Deed Book 316, Page 359; (6) Easements regarding underground cables recorded in Misc. Book 28, Page 646; (7) Agreement with Alabama Power Company recorded in Misc. Book 28, Page 647.

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

which has the address of 2556 Tahiti Terrace, Alabaster, Alabama 35007 (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.

34  
**MORTGAGE**

THIS MORTGAGE is made this 30th day of January 1981, between the Grantor, David A. Mondt and wife, Dreama Mondt, (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is Jacksonville, Florida 32232, P.O. Box 2139, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-one Thousand, Six Hundred, Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 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 February 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 29, in Block 7, according to Survey of Southwind, Fourth Sector, as recorded in Map Book 7, Page 97, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) A 35 foot building set back line from Tahiti Terrace; (3) A 15 foot utility easement over North side and 5 foot over West side, as shown on recorded map; (4) Restrictions recorded in Misc. Book 27, Page 978; (5) Permit to Alabama Power Company recorded in Deed Book 316, Page 359; (6) Easements regarding underground cables, recorded in Misc. Book 28, Page 646; (7) Agreement with Alabama Power Company recorded in Misc. Book 28, Page 647.

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

which has the address of 2549 Tahiti Terrace, 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 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.

CORRECTIVE MORTGAGE TO REPLACE MORTGAGE OF EVEN DATE HERewith TO DELETE THE NAMES MANCY Q. BLACK AND WIFE, MARGARET BLACK AND CHANGING ADDRESS FROM 6112 CAHABA VALLEY ROAD TO 6120 CAHABA VALLEY ROAD.

579

MORTGAGE

THIS MORTGAGE is made this 21st day of April 19 81, between the Grantor, Larry C. Black, an unmarried man (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 4130 Jacksonville, Florida (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Three 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 Northwesterly corner of a tract of land presently owned by William E. Poole and wife, Frances Jean Poole; thence turn to the right 90° and go 100 feet to the point of beginning of the tract hereinafter described; From said point of beginning turn left 90° and run in an easterly direction parallel with said section line a distance of 286.20 feet to a point on the Northwesterly line of Cahaba Valley thence turn right 131° 35' 30" and run Southwesterly along the Northwesterly line of Cahaba Valley Road a distance of 264.14 feet; thence turn to the right 90° and go a distance of 148.23 feet; thence turn right 48° 24' 30" and run in a Northerly direction to the point of beginning.

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

which has the address of 6120 Cahaba Valley Road Birmingham Alabama 35243 (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.

460

# MORTGAGE

THIS MORTGAGE is made this 24th day of December 1980 between the Grantor, Ricky L. Christain and wife, Marilyn W. Christain, (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of the state of Florida, whose address is P.O. Box 2139, Jacksonville, Florida 32232 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-one Thousand, Six Hundred, Fifty and No/100-000000 Dollars, which indebtedness is evidenced by Borrower's note dated December 24, 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 25, in Block 7, according to the Survey of Southwind, Fourth Sector, as recorded in Map Book 7, Page 97, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) A 35-foot building set back line from Tahiti Terrace; (3) A 5-foot utility easement over Southeast side and 7.5 foot over rear of lot, as shown on recorded map; (4) Restrictions recorded in Misc. Book 27, Page 978; (5) Permit to Alabama Power Company recorded in Deed Book 316, Page 359; (6) Easements regarding underground cables, recorded in Misc. Book 28, Page 646; (7) Agreement with Alabama Power Co. recorded in Misc. Book 28, Page 647.

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

which has the address of 2611 Tahiti Terrace, Alabaster, Alabama 35007 (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 Larry Mathis and wife,  
Gayle G. Mathis

Book 407, Page 413

James H. Pennington and wife,  
Robbie M. Pennington

Book 408, Page 683

Dixie Walker, a single woman

Book 412, Page 303

Jerry Lee Bennett and wife,  
Joyce D. Bennett

Book 409, Page 97

Joseph L. Lewis and wife,  
Willie Lois Lewis

Book 412, Page 604

B. Dale Henderson and wife,  
Sue Ann Henderson

Book 407, Page 300

Richard C. King and wife Donna M. King

Book 407, Page 898

David A. Mondl and wife, Dreama Mondl

Book 409, Page 572

Larry C. Black, an unmarried man

Book 413, Page 369

Ricky L. Christain and wife  
Marilyn W. Christain

Book 408, Page 775

BOOK 373 PAGE 949

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

91 NOV 20 AM 10:39

*William C. Christain*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	35.00
3. Recording Fee	\$	12.00
4. Indexing Fee	\$	
5. No Tax Fee	\$	10.00
6. Certified Fee	\$	
Total	\$	48.00