

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, Alabama 35202

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Hal W. Hutchins and wife, Deborah J. Hutchins, are justly indebted to First Federal Bank in the sum of Twenty-five Thousand, Nine Hundred and No/100 DOLLARS (\$25,900.00) (the Indebtedness) evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Hal W. Hutchins and wife, Deborah J. Hutchins, do hereby grant, bargain, sell and convey unto the said First Federal Bank (hereinafter called Mortgagees) the following described real property (the Property) situated in Shelby County, Alabama, to-wit:

Lot 4, according to the survey of Windy Oaks, Phase 3, as recorded in Map Book 15, Page 113, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Building setback line of 70 feet reserved from Windwood Circle as shown by record plat; (3) Restrictions, covenants and conditions as set out in instrument recorded in Book 383, Page 871, and Map Book 15, Page 113, in said Probate Office.

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

The Property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagees forever; and for the purpose of further securing

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the payment of the Indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagees have the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagees, with loss, if any, payable to the Mortgagees, as the interest of the Mortgagees may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagees; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagees then the Mortgagees has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagees, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagees for taxes, assessments or insurance, shall become a debt to the Mortgagees, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagees, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagees for any amounts Mortgagees may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the the Mortgagees, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagees in the Property become endangered by reason of the enforcement of any prior lien or encumbrance

thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the Indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagees shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagees may deem best, in front of the Court House door in Shelby County, at public outcry, to the highest bidder for cash and apply the proceeds of the sale; first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned, further agree that the Mortgagees may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as

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agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to the Mortgagees for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagees" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagees, or any right or power granted to the Mortgagees in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagees.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 2nd day of March, 1992.

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WITNESSES:

Hal W. Hutchins
Hal W. Hutchins

Deborah J. Hutchins
Deborah J. Hutchins

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hal W. Hutchins and wife, Deborah J. Hutchins, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of March, 1992.

[Signature]
Notary Public

My commission expires: 5-23-95

STATE OF ALABAMA
I CERTIFY THAT
THIS INSTRUMENT WAS FILED

92 MAR -6 AM 10:07

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	32.85
4. Indexing Fee	\$	10.00
5. No Tax Fee	\$	3.00
6. Certified Fee	\$	1.00
Total	\$	52.85