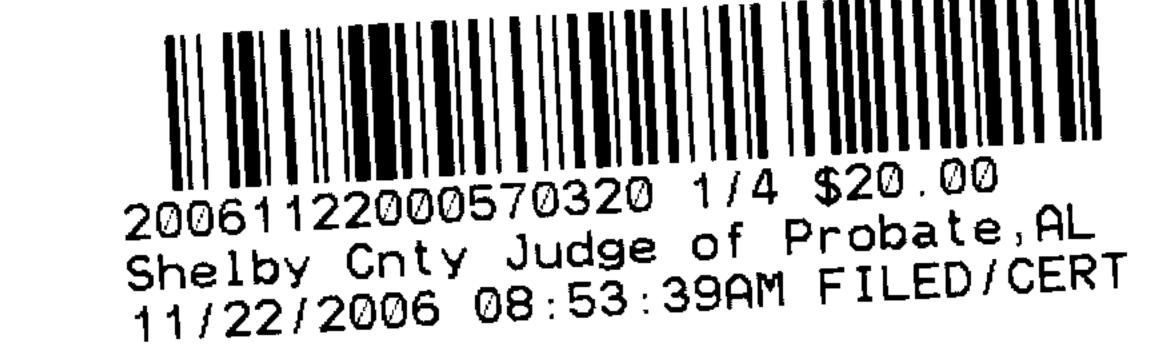


P. O. Box 128
Birmingham, AL 35201



January 8,1991

Mr. Doyle R. Kernea, Jr. 1812 Trail Ridge Drive Pelham, AL 35124

RE: Loan #: 1900076758

Dear Mr. Kernea,

ntg BK 294 page 274

The enclosed check in the amount of \$92.08 is to make up for the overpayment made on your loan.

As of January 7, 1991, your loan is paid off. You will be receiving your paperwork shortly.

Thank you for your business and should you have any questions, please feel free to call us at 320-6636.

Sincerely,

Roxanne Rhodes Loan Service

/rr

encl:

449-00-07675

STATE OF ALABAMA Jefferson County

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned
Curtis A. Deason and wife, Frances L. Deason, are
justly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA in the sum
of Twenty Six Thousand and 00/100
(\$26,000.00_), evidenced by one promissory note of even date herewith, with interest at the rate as set
forth in said note, payable in monthly payments of One Hundred Fifty Nine and 67/100 Dollars
(\$159.67) on the 15th day of each and every month commencing July 15, 1965, each of said payments to be applied first to the payment of interest on the then unpaid balance of principal, and the remainder of said payment to be applied upon the principal indebtedness until the entire indebtedness has been paid in full; and, whereas, it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due;

NOW, THEREFORE, in consideration of said indebtedness, and to further secure the prompt payment of the same at maturity, with interest thereon, together with any other sums that may become a charge upon the property herein described, we, the undersigned, hereinafter called "Mortgagors," have Granted, Bargained, Sold and Conveyed, and by these presents do hereby Grant, Bargain, Sell and Convey unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA, hereinafter called "Mortgagee," the following described real estate, situated in Jesterson County, Alabama, to-wit:

Lot 3, in Block 4, according to the map and survey of Indian Hills, Second Sector, as recorded in Map Book 4, Page 91, in the Probate Office of Shelby County, Alabama.

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

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Together with all and singular the improvements erected and/or to be erected thereon, and the appurtenances thereunto belonging or in any wise appertaining thereto, and the hereditaments and rents, issues and profits thereof; and also all furnaces, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings and blinds, and other fixtures of like kind and character at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks, hot water tanks, and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the use or improvement of the said real estate, including any refrigeration plant, whether such fixtures, etc., have or would become part of the real estate by such attachment thereto or not, all of which fixtures, etc., shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; also all the estate, right, title and interest of the Mortgagors in and to the mortgaged premises, and all rents, issues and profits thereof.

- (1) The Mortgagors do hereby covenant and agree as follows: To keep the buildings and improvements now existing or hereafter to be erected or placed on said mortgaged premises in good repair and constantly insured, in companies acceptable to the Mortgagee, up to their full insurable value, against loss by fire, windstorm and such other causes as the Mortgagee may hereafter require, and to deliver to said Mortgagee the policies of insurance and their renewals when due, in such form as the Mortgagee may elect, such policies to be made payable to the Mortgagee as its interest may appear by mortgage clause approved by it; to suffer and permit no nuisance to exist upon said premises, and no unlawful use thereof, and no other act upon said premises (or omission to act), that may impair or diminish the value of the mortgaged property or the security intended to be effected by virtue of this instrument; to pay all taxes, special assessments, bills for repairs, and any and all expenses incident to the ownership of the mortgaged property when due and payable, in order that no lien superior to that of the Mortgagee may be created against the property during the term of this mortgage, and to exhibit, upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. In case of failure of the Mortgagors so to do, the Mortgagee may insure said property, pay such taxes or special assessments; or redeem said premises from any tax sale, or purchase any tax title obtained or that shall be obtained thereon; and the Mortgagee may, at any time, pay or settle any and all suits or claims for liens of mechanics or materialmen or any other claims that may be against said premises, or make repairs to said premises; and all moneys paid for any such purpose, and any other moneys disbursed by the Mortgagee to protect the lien of the mortgage shall be added to the unpaid balance of the aforesaid obligation as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said Mortgagors; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or materialmen, or into the necessity of such repairs, in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend money for taxes or special assessments, or for other purposes aforesaid.
- (3) It is understood and agreed by and between the Mortgagee and the Mortgagors that: It is the intent and purpose of this mortgage to secure the payment of the indebtedness secured hereby, together with any advances made thereunder, whether the entire amount shall have been advanced to the Mortgagors at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, plus any amount or amounts that may be added to the mortgage indebtedness under the terms of paragraphs numbered (1) and (2) hereinabove, and under the terms of said note. And that upon the full payment of said obligation and upon performance of all of the covenants and agreements herein contained to be done and performed by the said Mortgagors, the said Mortgagee will release this mortgage at the Mortgagors' expense. All rights and obligations under this mortgage shall extend to and be binding on the several heirs, executors, administrators, successors and assigns of the parties hereto.
- (4) Wherever the word "Mortgagors" occurs in this instrument, it shall be held to mean "Mortgagor" when only one person signs this instrument, and shall also be held to mean at any time the person or persons who have acquired legal possession of the property covered by this mortgage; likewise, the words "him," or "himself," shall be held to mean "her" or "herself," or "they" or "themselves," according to the sex and number of the Mortgagors.
- (5) Upon default in the payment of any sum evidenced by said note and secured by this mortgage, either principal or interest, or in the payment of any other sum which may be a charge upon the property described in this mortgage under the terms thereof; or the making of any contract or agreement by the Mortgagors whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises; or in case of actual or threatened alteration, repair, addition to, and demolition or removal of any building on the mortgaged premises without the consent of the Mortgagee first had and obtained in writing; or in case any act is done or suffered to be done by the Mortgagors whereby the security of this mortgage shall be weakened, diminished or impaired; or upon the sale or transfer of the mortgaged property without the written permission or consent of the Mortgagee; or upon the filing of proceedings in bankruptcy by or against the Mortgagors, or the institution of any legal proceedings to enforce a mortgage or other lien against the property covered by this mortgage; or upon the default of the Mortgagors in the performance of any one of the covenants or agreements contained herein upon their part to be done and performed, the Mortgagee may, at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with interest thereon, or any other charge against said property under the terms of this mortgage, due and payable, and take possession of said property and appropriate the rents, issues and profits therefrom to the payment of any sum secured by this mortgage or any prior charge against the mortgaged premises or to the expenses of foreclosing this mortgage, and may proceed to foreclose this mortgage under the power contained herein, or by a proceeding in a court of competent jurisdiction. (Continued Below)
- (6) In the event of the happening of any one of the events enumerated in the last preceding paragraph, the Mortgagors do hereby authorize the Mortgagee to take possession of the mortgaged property, and after advertising the time, place and terms of sale once a week for Shelby

three successive weeks in some newspaper published in the City of Bhuthigham, Jefferson County, Alabama, proceed to sell the property cov-

ered by this mortgage at the Court House door, Fwenty first Street entrance; Bitainglains, Jefferson County, Alabama, to the highest bidder for cash, the proceeds of said sale to be applied first: To the payment of any liens for taxes, assessments or other prior charges against the property, and second: To the payment of the expense of said sale, including a reasonable attorney's fee, the cost of advertising, the cost of executing and recording deeds to the purchaser; third: Any balance to the payment of the indebtedness evidenced by said note and secured by this mortgage, including interest, but not including any interest beyond date of sale, and any other sum which may be a charge upon the premises described in this mortgage under the terms hereof, and fourth: Any balance shall be paid to the Mortgagors. The undersigned Mortgagors do hereby authorize and empower the Mortgagee to bid for and become the purchaser of the property described in this mortgage or any portion thereof, whether said sale be made under the power contained in this mortgage, or under decree of some court of competent jurisdiction, and do hereby authorize the attorney for the Mortgagee or the auctioneer making said sale, to execute deed to the purchaser at any sale of the premises covered by this mortgage, thereby vesting in the purchaser all right, title and interest of the Mortgagors in and to all of the property, of whatsoever kind, covered by this mortgage.

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	HIIS MOTTORGE 10 maid in Lill and Lill	
and require repayment by the Mortgagors, their h	heirs or assigns, of such amounts as are advanced by said	J. Gerico
such failure, shall be considered a default in the pay provisions of the note and mortgage in regard to de	IVIIIPIII III IIIA INMANIAANAA ****	
IN WITNESS WHEREOF, the Mortgagors have set their ha		<u>19_65_</u>
		•
WITNESSES:	Curtis A. Deason	(SEAL)
A. A. Drewn	Frances L. Deason	(SEAL)
Illa Laun Richardson		
Jacen Jacen Jacenton		(SEAL)
		COT! AT N
	, 	(SEAL)
•	OF ALA SHELBY CO.	
	STATE OF ALA. SHELBY CO. 2006112200057032	20 4/4 \$ 20.00
	STAIL OF ALIST 2006112200057032 CERTIFY THIS INSTRUMENT Shelby Cnty Judg 11/22/2006 08:53	ge of Probate, F
	RECOND 39.00	
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	JUDGE OF PROBATE	
	OF PROBATE	
STATE OF ALABAMA		
Jefferson County		
I Delin Hairs Richardson	A7. , a Notary Public in and for said County, in said State, here	LARGE Above consider show
Curtis A. Deason and wife, Frances L.	December 11 and 101 said Country, in said State, mere	by certify that
		, whose
names are signed to the foregoing conveyance and wh	hoareknown 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 l	bears date.
Given under my hand and official seal, this the	June 19 65.	
	4// 4/-	
	Helen Horys Kicker	ry Public.
		.y I dibile.
OAID	7-91	
STATE OF ALABAMA		
Jefferson County	建筑 的名词复数,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	
T		
#) ************************************	., a Notary Public in and for said County, in said State, hereby	y certify that
PUBTRAL PARTER OF THE SECTION OF THE SECTION OF THE PROPERTY OF THE SECTION OF TH	and	
whose name, as	andof the	
= 	, a corporation,signed to the foregoing conveya	ance and who
are known to me, acknowledged before me, on this day, that, be	ing informed of the contents of the conveyance, _he_, as such	officer, and
with full authority, executed the same voluntarily for and as t	the act of said corporation.	-
Given under my hand and official seal, this the	day of, 19,	

	Nota	ry Public.

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