

ALABAMA REAL ESTATE MORTGAGE

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Geneva H Thompson

Mortgagors are indebted their promissory note of even date, in the amount of \$ 3640.91, payable to the order of Dial Finance Company

Alabama, Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and in default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Note executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, both such future loans and refinancing, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

A lot or parcel of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Northwest corner of the above said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section for a point of beginning. Thence run South along the West line for a distance of 110.0' feet, thence run East for a distance of 220.0' feet, thence run North and parallel to the West line for a distance of 110.0' feet, thence run west along the North line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ for a distance of 220.0' feet to the point of beginning.

Granted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. If Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 15th day of December, 1980

Witness: Marcia J McCallough Geneva H Thompson SIGN HERE

Witness: Thomas A. Shumaker, Jr I CERTIFY THIS INSTRUMENT WAS FILED (If married, both husband and wife must sign)

STATE OF ALABAMA

Shelby COUNTY

1980 DEC 29 AM 10:43 MTG. 5.55
Red 1.50
Ind. 1.00
8.05
JUDGE OF PROBATE

I, the undersigned authority, in and for said County in said State, hereby certify that Geneva H Thompson

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of December, 1980

This instrument was prepared by: Kathy Bennett
McGalla, Al 35444

942 C76 A1 6922 Avenue H
P. O. Box 594
Fairfield, Alabama 35064

Dial Finance

My commission expires 2/81

Notary Public

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969

See release of Note. Bk. 49 pg. 47 (3/9/83)

BOOK 408 PAGE 780

Account No.