

DIAL FINANCE COMPANY-173 19.65  
BANK FOR SAVINGS BLDG, SUITE 530  
1919 MOBILE AVENUE

665  
ALABAMA REAL ESTATE MORTGAGE

BIRMINGHAM, ALABAMA 35203 Jefferson County. Know All Men By These Presents: That whereas, \_\_\_\_\_

Jimmy Lee Gilbert and wife, Henrietta Gilbert, Mortgagors are indebted on

their promissory note of even date, in the amount of \$9,015.59, payable to the order of Dial Finance Company of Alabama

Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and 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 Notes 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, of 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:

Lot 8 in Block 10 according to Thomas' Addition to the Town of Aldrich, map of which was recorded in the Off of the Judge of Probate of Shelby County, Alabama, on February 23, 1944, in Map Book 3, page 52.

warranted 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 each 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 the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The 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 12 day of August, 1981

Witness: \_\_\_\_\_  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

Witness: \_\_\_\_\_  
1981 AUG 21 AM 9:51

Jimmy Lee Gilbert (L.S.) SIGN HERE  
Henrietta Gilbert (L.S.) SIGN HERE  
(If married, both husband and wife must sign)

STATE OF ALABAMA  
Jefferson COUNTY  
Thomas A. Snowdon, Jr. Deed 13.65  
JUDGE OF PROBATE Rec. 1.50  
Ind. 1.00  
16.15

I, the undersigned authority, in and for said County in said State, hereby certify that \_\_\_\_\_  
Jimmy Lee Gilbert and wife, Henrietta Gilbert

whose name is signed to the foregoing conveyance, and who is 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 the 12 day of August, 1981

B. A. Drake  
Notary Public.

This instrument was prepared by E. A. Drake  
407 8th St SE  
Lipscomb, AL, 35020

My commission expires 10-2-82

Account No.