

# REAL ESTATE MORTGAGE DEED

<b>NAMES AND ADDRESSES OF ALL MORTGAGORS</b> Charles H. Moore, and wife, Barbara A. Moore P.O. Box 893 Columbiana, AL 35051			<b>MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.</b> ADDRESS: 1633-B Montgomery Highway P.O. Box 36129 Hoover, AL 35236		
LOAN NUMBER	DATE	Date Finance Charge Begins To Accrue If Other Than Date of Transaction	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
17550	4-27-83	05-02-83	180	2nd	6-02-83
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$ 376.00	\$ 376.00	5-02-98		\$ 67,680.00	\$25,004.85

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING ~~\$25,000.00~~  
\$70,000.00

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage Deed.

The words "you" and "your" refer to lender.

To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located

in Alabama, County of Shelby

Part of th NW¼ of the NE¼, Section 34, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said ¼-¼ Section, run Southerly along the east line of said ¼-¼ section 577.76 feet, thence turn right 86 deg. 42 min. and run in a westerly direction for 399.72 feet, to the Northwesterly Highway right-of-way line, being the point of beginning of the property herein described; thence continue on the same course 150 feet; thence turn an angle to the right of 111 deg. 48 min. and run Northeasterly 107.70 feet; thence turn an angle to the right of 68 deg. 12 min. and run easterly for 110 feet; thence turn an angle to the right of 19 deg. 32 min. 30 sec. and run Southeasterly for 66.89 feet to the Northwesterly highway right-of-way line; thence turn an angle to the right of 109 deg. 32 min. 30 sec. and run Southwesterly along said highway right-of-way line 100 feet to the point of beginning.

a/k/a Highway 25, Columbiana, Alabama as the property location.

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.

If I default in paying any part of any instalment or if I default in any other way, all my obligations to you will become due, if you desire, without your advising me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing, I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 27 day of April, 19 83.

The undersigned mortgagee does hereby certify that the amount of indebtedness presently incurred with respect to this instrument is \$ 25,004.85

CIT FINANCIAL SERVICES, INC.

By: [Signature]  
Branch Manager

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

Charles H. Moore (Seal)

Barbara A. Moore (Seal)

[Signature] (Seal)

STATE OF ALABAMA

COUNTY OF Jefferson

1983 APR 28 PM 1:03

Notary Public  
Rec 150

I, T. Mark Norton, a Notary Public in and for said County in said State, hereby certify that Charles H. Moore and Barbara A. Moore, whose name(s) (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of April, 19 83.

T. Mark Norton Notary Public  
My Commission Expires 12-6-85

This instrument was prepared by G.M. Williams  
P.O. Box 36129  
Hoover, AL 35236



82-2114 (9-79) ALABAMA - CLOSED - END

ORIGINAL  
BRAND COPY

