

REAL ESTATE MORTGAGE DEED

BOOK 432 PAGE 323

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|--|--------------------------|--|---|---------------------|------------------------|
| NAMES AND ADDRESSES OF ALL MORTGAGORS Ronald E. Holly, and wife, Peggy L. Holly 3163 Helena Rd. Helena, AL 35080 | | | MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 1633-B Montgomery Hwy., Suite 2 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 |
| 17566 | 6-10-83 | 6-15-83 | 180 | 15th | 7-15-83 |
| 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 |
| \$ 289.35 | \$ 289.35 | 6-15-98 | | \$ 52,083.00 | \$ 18,801.12 |

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

\$55,000

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

A part of Lot 11, Valley Dales Estates as recorded in Map Book 4, page 90, in the Office of the Judge of Probate, Shelby County, Alabama, and described as follows: Begin at the Northeast corner of Lot 11, Valley Dale Estates as recorded in Map Book 4, page 90, in the Probate Office, Shelby County, Alabama; run thence South along the East line of Lot 11 for a distance of 293.18 feet to the point of beginning; thence turn an angle of 132° 50' to the right and run a distance of 199.33 feet to the East line of Valley Dale Road; thence turn an angle to the left of 90° and in a south-westerly direction along the right of way of Valley Dale Road for a distance of 16.70 feet to the point of beginning of a curve to the left (said curve having a central angle of 60° 21' 20" and a radius of 2,571.71 feet); thence along the arc of said curve in a Southwesterly direction for a distance of 285.26 feet to the end of said curve; thence along the tangent if extended to said curve, continuing in a Southwesterly direction along the Easterly right of way line of Valley Dale Road for a distance of 24.11 feet; thence turn an angle to the left of 85° 17' 10" and in a South-easterly direction along the common line between Lots 11 and 12 of said Valley Dale Estates Survey for a distance of 470.08 feet; thence turn an angle to the left of 131° 17' 30" and run in a Northerly direction for a distance of 425.31 feet to the point of beginning.

Property address also known as 3163 Helena Rd., Helena, AL 35080.

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 10th day of June, 19 83.

The undersigned mortgagee does hereby certify that the amount of indebtedness presently incurred with respect to this instrument is \$18,801.12.

Ronald E. Holly
 C.I.T. Financial Services, Inc.
 by: R. A. Moseley, Jr.
 STATE OF ALABAMA
 COUNTY OF Jefferson

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 MORTGAGE DEED WAS FILED

1983 JUN 13 PM 1:01

MTA TAX 28.35
 Rec 1.50
 Ind 1.00
 30.85

I, Deborah Ann Watson, a Notary Public in and for said County in said State, hereby certify that Ronald E. Holly & wife, Peggy L. Holly, 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 10th day of June, 19 83.

Deborah Ann Watson
 Notary Public
 My Commission Expires 12/1/85

This instrument was prepared by R. A. Moseley, Jr.
P. O. Box 36129
Hoover, AL 35236



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

ORIGINAL