

NAME: DIANN HOOPER

ADDRESS: 1709 9TH AVE NORTH BESSEMER AL

MORTGAGE—

## State of Alabama

JEFFERSON

COUNTY

Know All Men By These Presents, that whereas the undersigned

Samuel Lewis Bryant and  
wife Elouise Bryant

justly indebted to FinanceAmerica Corp.

in the sum of Seventeen Thousand One hundred Thirty Three Dollars and 63/100  
(17,133.63)

evidenced by a promissory note of even date executed herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same

falls due, August 15, 1983, and each month thereafter until the balance is paid  
in fullNow Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the  
undersigned, Samuel Lewis Bryant and wife Elouise Bryant

do, or does, hereby grant, bargain, sell and convey unto the said FinanceAmerica Corp.

(hereinafter called Mortgagee) the following described real property situated in

Jefferson County, Alabama, to-wit:

Commence at the NW corner of SE 1/4 of SW 1/4 of Section 14, Township 20,  
Range 3 West, Shelby County, Alabama, and run thence Easterly along the  
north line of said forty 430 feet to the point of beginning of the lot  
herein described and conveyed, and which said point is the same point  
design in that certain deed recorded in the Probate Office of Shelby County  
Alabama in deed Book 134, page 127 as being known as the Ed Benson corner  
thence continue easterly 70 feet; thence south parallel with West Boundary  
of said forty 222 feet; thence westerly and parallel with northern boundary  
of said forty 112 feet; thence northly parallel with East boundary of said  
forty 86 feet; thence turn right and run easterly a distance of 23 feet  
thence turn left and run northerly a distance of 98 feet to the point of  
beginning.

AKA: P.O. Box 262 Pelham Al. 35124

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment  
of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made  
in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to  
keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof,  
in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly  
to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified,  
or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit  
of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said  
Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be  
covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have  
expended for taxes, assessments and insurance, and the interest thereon, then this covenant to be null and void, but should default be made in the  
payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain  
unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or  
incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens  
of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the  
debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured  
shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the  
said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving  
twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in  
said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County,  
at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying,  
including attorney's fees not to exceed fifteen percent (15%); Second, to the payment of any amounts that may have been expended, or that it may  
be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness

Finance America  
1709 9th Ave North  
Bessemer, AL 35124

See Release Note Book 56 Page 629 (5-15-84) BOOK 433 PAGE 632

REC-111  
JUN 13 1983  
SHELBY COUNTY, ALA.

in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" whenever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
on this the 8 day of July, 1983.

WITNESSES:

*[Signature]*  
*[Signature]*

*Samuel Lewis Bryant* (Seal)  
Samuel Lewis Bryant (husband)  
*Elouise Bryant* (Seal)  
Elouise Bryant (wife)  
..... (Seal)

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

1983 JUL 12 PM 3 14

*Utg. J.A.X. 25.80* (Seal)  
*Rec. 3.00*

STATE OF Alabama  
Shelby County

*29.80*  
General Acknowledgement

I, the undersigned, Jessie R. Baskin, a Notary Public in and for said County in said State,  
hereby certify that Samuel Lewis Bryant and wife Elouise Bryant  
whose name S signed to the foregoing conveyance, and who are 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 8 day of July, 1983.  
MY COMMISSION EXPIRES 10-8-84

*Jessie R. Baskin* Notary public.

STATE OF  
COUNTY OF } Corporate Acknowledgement

I, ..... a Notary Public in and for said County, in  
said State, hereby certify that .....  
whose name as ..... President of .....  
a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as  
the act of said corporation.

Given under my hand and official seal, this the ..... day of ..... 19.....

Notary Public.

Return to

Samuel Lewis Bryant and wife,  
Elouise Bryant  
P.O. Box 262  
Pelham, Al.

TO

Financeamerica Corp.  
1709 9th Ave. North  
Bessemer Al. 35020

MORTGAGE

STATE OF ALABAMA,

County.

Office of the Judge of Probate

Judge of Probate