NAME:Ronald. L., Giles & Co., DBA. Sun. America Energy Center

ADDRESS: ...3732 -1st Ave: North Bham, A1: ... 35222

MORTGAGE —

State of Alabama

COUNTY Shelby

County, Alabama, to wit:

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Know All Men By These Presents, that whereas the undersigned Elsie Archer Jones

Ronald L. Giles & Co. DBA Sun America Energy Center justly indebted to

Four thousand five hundred sixty-three dollars and no/100 (\$4563.00)

in the sum of evidenced by a home improvement retail installment contract of even date, and whereas it is desired by the undersigned to secure prompt payment of said indebtedness when the same falls due, now therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity. the undersigned, do, or does, hereby grant, bargain, sell and convey unto the sald Ronald L. Giles & Co. DBA Sun America Energy Shelby (thereinafter called Mortgagee) the following described real property situated in

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, if required by the Mortgagee, 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 fall 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 Mortagee, 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.

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Upon condition, however, that if said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, then this conveyance will 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, less unearned charges, hereby secured shall at once become due and payable, and this mortgage will 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 thirty (30) days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newpaper 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 a reasonable attorney's fee not exceeding fifteen percent (15%) of the unpaid debt after default, where the original amount financed exceeds three hundred dollars, if this contract is referred for collection to an attorney not a salaried employee of the holder; 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; Third, to the payment of said indebtedness 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 Morigagor by such auctioneer as agent, or attorney in fact. " The Mortgagor hereby waives all rights of homestead exemption in the property and relinquishes all right of dower and courtesy in the property. It is expressly understood that the word "Mortgagee" wherever 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 , 1984 on this the CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE YOU SIGN IT. WITNESSES: (movernment of the first terms of the control of the state of the control of the សុខ ម៉ែលីជី 👚 ន ២មាននេះ មុខមន្ត (is en capi a cap greworla) មាន (degagne) និងមានជា នាយោកមេស) ova of increases a limit rou uidinimi eenvasta va General Acknowledgment . Notary Public in and for said County in I, the undersigned, Denise Staton said State, hereby certify that Elsie Archer Jones signed to the foregoing conveyance, and who 18 known to me, acknowledged before me on this day toat being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this STATE OF Corporate Acknowledgment **COUNTY OF** , a Notary Public in and for said County in 1, the undersigned, said State, hereby certify that President of whose name as 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/she, 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 CONTRACT GOOD SETS IN THE

ipginning at the center of Section 5, Township 22 South, Range 3 West, thence run north 2 deg. 50 min. west 342.3 feet along center line of said Section; thence south 87 deg. 10 min. west for 127.6 feet; thence south 17 deg. 10 min. west 205.1 feet; thence south 55 deg. 45 min. east 243.0 feet to point of beginning.

ALSO begin at the center of Section 5, Township 22 South, Pange 3 Mest and run north 2 deg. 50 min. west a distance of 342.3 feet along the center line of said Section to the point of beginning; from said point of beginning run east a distance of 17 feet to a point; thence run in a southwesterly direction 250 feet, more or less to the point of intersection with the north right-of-way line of County Highway 22 with the center line of said Section 5; thence run north along said center line of said Section to the point of beginning.

This deed is executed for the purpose of correcting the improper form used on that certain deed from the grantors herein to the grantee herein, dated December 14, 1974 and recorded in Deed Book 290, page 85 in the Probate Office of Ehelby County, Alabama.

TO HAVE AND TO HOLD to the said gruntee, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encombrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his her or their heirs and assigns forever, against the lawful claims of all persons.

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