REAL ESTATE MORTGAGE DEED 405 MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. NAMES AND ADDRESSES OF ALL MORTGAGORS: P. O. Box 36129 R. Randolph Page, Jr. and wife ADDRESS: Hoover, Al. 35236 Phyllis R. Page. 1517 Cape Cod Circle, Albaster, Al. 35007 \$30,000. THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000.00 The words "1," "me" and "my" refer to all Mortgagors obligated on the Revolving Loan Agreement secured by this mortgage. The words "you" and "your" refer to Mortgages. To secure payment of all your loans to me and to secure performance of my obligations under a Revolving Loan Agreement which I signed today and all my other and future obligations to you, 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 the real estate described below and all present and future improvements on the real estate which is located in Alabama, County of ...... Lot 10, according to the survey of PORTSOUTH, First Addition, as recorded in Map Book 6, Page 22, in the Probate Office of Shelby County, Alabama. Subject to easements and restrictions of record. 1517 Cape Cod Circle, Albaster, Al. 35007 The undersigned mortgagee does hereby certify that the amount of indebtedness presently incurred with respect to this instrument is \$30,000.00 C.I.T. FINANCIAL SERVICES, INC. BY: JE Grit Lagree to pay my loan obligation as described in my Revolving Loan Agreement. If I pay the Loan secured by this mortgage according to its terms, this mortgage 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. If I default in paying any part of the obligation secured by this mortgage 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 passession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder. 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 incurred not to exceed 15% of the amount I owe you if the Amount of Loan Outstanding plus accrued and unpaig. Finance Charge exceeds \$300, will be credited to my unpaid balance. If any money is left over after you have applied the proceeds to my loan obligation, 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 woives all marital rights, homestead exemption and any other exemptions under Alabama law. 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. **36** 36 033 COUNTY OF ONZELL M., GODERBY, om a notary public in the county shown above. I certify that R. Rando I ph whom I know and whose name(s) (is-are) signed to the above mortgage, today acknowledged to the that (he-she-ths.) understand the contents of the mortgage and voluntarily signed it on the date shown on the mortgage. I make this acknowledgement under my hand and official seal on this ......

This instrument was prepared by Onzell Godfrey

1633-B Montgomery Hwy. Ste Hoover, Al. 35216

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**ORIGINAL** 

PREFERRED RESEARCH, INC.
P.D. POX 2652BIRMINGHAM, AL. 35