

EACH PERSON SIGNING NOTE SHOULD RECEIVE A COPY OF THIS MORTGAGE.

MORTGAGE DEED

State of Alabama }
County of Shelby }

Erma J. Kirksey

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Franklin Lee Kirksey and wife, (hereinafter called Mortgagor) is justly indebted to Blazer Financial Services, Inc. (of Alabama) (hereinafter called Mortgagee) in the principal sum of Five Thousand Four Dollars and 34/100 (5004.34) DOLLARS, evidenced by one (1) promissory note of even date herewith,

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property, situated in Shelby County, State of Alabama, to wit:

a parcel of land located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ or Section 15, Township 20, Range 3 West described as follows: Commence at the point of intersection of the South R.O.W. of the paved Liberty Heights Road and the East line of George Kirksey Estate, said Estate recorded in Deed Book 134 at page 397 in the Probate Office of Shelby County, thence run South along said East line 170 feet to the point of beginning, thence run South 200 feet, thence run West 200 feet, thence run North 200 feet thence run East 200 feet to the point of beginning,

Also the grantees in this instrument are conveyed a 30 foot R.O.W. road to be used for the purpose of ingress & egress & running Northerly from herein conveyed parcel to the Liberty Heights Road.

AKA: P. O. Box 442 Helena, AL 35080

- 1. Deed Tax \$
- 2. Mtg. Tax 7.65
- 3. Recording Fee 2.50
- 4. Indexing Fee 1.00
- TOTAL 11.15

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Mortgagor warrants that said property is free from all encumbrances and against all adverse claims.
Mortgagor agrees to pay all taxes and assessments on the above property and not to commit waste.

Mortgagor and Mortgagee agree that upon default in the payment of any instalment of the principal sum of this mortgage or the interest thereon, then the whole principal sum, plus interest thereon and less any refunds or credits due Mortgagor, shall be immediately due and payable, and this mortgage may be foreclosed. Upon the happening of any such default in payment, Mortgagee is authorized by Mortgagor to sell the above property at public outcry, within the legal hours of sale, in front of the Courthouse door of said County, in lots or parcels, or en masse, to the highest bidder for cash, after giving twenty-one days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks in some newspaper published in said County, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding 15% of the unpaid debt; Second, to the payment of the indebtedness in full, whether or not fully matured by the date of sale, with interest thereon and less any refunds or credits due Mortgagor; and Third, the balance, if any, to be turned over to Mortgagor.

If Mortgagor pays said indebtedness, with interest thereon, and performs all the promises and agreements in this mortgage, then this conveyance shall be null and void.

IN WITNESS WHEREOF, the undersigned has (have) executed these presents on this 9th day of April, 1986.

Ruth Freeman
(WITNESS)

Franklin Lee Kirksey (SEAL)
(Franklin Lee Kirksey)

Charles L. Edwards
(WITNESS)

Erma J. Kirksey (SEAL)
(Erma J. Kirksey)

STATE OF ALABAMA
COUNTY OF Shelby

1986 APR 16 AM 9:52

Record Data

I, Charles L. Edwards, a Notary Public in and for said County, in said State, hereby certify that Franklin Lee Kirksey and wife, Erma J. Kirksey

whose names are 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 9th day of April, 19 86

Charles L. Edwards
NOTARY PUBLIC