

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

MORTGAGE DEED

1763

State of Alabama

County of Shelby

Greg Buse and wife,

Tina Buse

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned (hereinafter called Mortgagor) is justly indebted to

Blazer Financial Services, Inc.

(hereinafter called Mortgagee) in the principal sum of

Six thousand four hundred ninety-seven dollars and 84/100 (\$6497.84) 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 the SE $\frac{1}{4}$ of Section 17, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the most Southerly corner of Lot 37 of DEER SPRINGS ESTATES Third Addition, as recorded in Map Book 6 Page 5 in the office of the Judge of Probate in Shelby County, Alabama, thence in a Southwesterly direction along the Northwesterly right-of-way of Houston Drive (extended), a distance of 219.93 feet to the point of beginning: thence 77 deg. 40 min. 58 sec. right in a Northwesterly direction a distance of 210.44 feet: thence 78 deg. 49 min. 03 sec. left in a Southwesterly direction, a distance of 100.00 feet: thence 90 degrees left, in a Southeasterly direction, a distance of 267.38 feet to the center line of a 30-foot wide easement for a roadway: thence 69 deg. 17 min. 35 sec. left, in a Northeasterly direction along said center line a distance of 47.21 feet: thence 13 deg. 55 min. 14 sec. left, in a Northeasterly direction, along said center line a distance of 94.19 feet: thence 85 deg. 12 min. 27 sec. left, in a Northwesterly direction, a distance of 30.13 feet: thence 10 deg. 56 min. 04 sec. left in a Northwesterly direction, a distance of 60.0 feet to the point of beginning.

Mineral and mining rights excepted.

Subject to road right-of-way.

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 27th day of

May, 19 88

This instrument prepared by:

Tracy Nelson

64 Greensprings Highway

Homewood, AL 35209

(SEAL)

Greg Buse (SEAL)

(SEAL)

Tina Buse (SEAL)

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN 22 AM 10: 03

STATE OF ALABAMA

COUNTY OF Shelby

I, Ronald E. Chatham

JUDGE OF PROBATE

a Notary Public in and for said County, in said State, hereby

certify that Greg Buse and wife, Tina Buse

whose name's 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27th day of May, 19 88

My Commission Expires 10/10/89

Reliable Security

Ronald E. Chatham

NOTARY PUBLIC