This instrument was prepared by
Linda Holme Sec. Fin. Ser.
P.O. Box 20464 1633 Montg. Hwy
Birmingham, Al. 35216

REAL ESTATE MORTGAGE

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STATE OF ALABAMA, County of Shelby

This Mortgage made and entered into on this the 10th **day of** October, **19** 80, **by and between the undersigned,** Pannie Louise Shirley Braun and husband Edward W. Braun and Ruby Mae Shirley, an unmarried woman **hereinafter called Mortgagors, and** Associates Financial Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation";

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of Twenty Three Thousand Four Hundred Thirty Two Dollars and Ninety Cents **Dollars ($** 23,432.90 **),**

as evidenced by a promissory note of even date herewith, payable to the order of Corporation in 72 **consecutive monthly installments, each in the amount of $** 325.00, **except the final installment shall be in the amount of $** 357.90, **with the first installment due the** 24th **day of** November, **19** 80, **and thereafter an installment on the same day of each and every succeeding month until paid in full; which note provides for attorney's fees and late charges in certain instances and for interest at the highest legal contract rate after maturity.**

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of $1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described promissory note and the payment and performance of all the convenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that property situated in the County of Shelby, **State of Alabama, described as follows, to wit:**

Part of the NW¼ of NW1/4 of Section 24, Township 20 South, Range 3 West, being more particularly described as follows: Commence at the N.W. corner of the NW¼ or NW¼ of Section 24, Township 20 South, Range 3 West; thence run East along the North line of said Section 119.06 feet; thence turn right 61 deg. 15' 01" and run Southeasterly 518.9 feet; thence turn right 80 deg. 35' 10" and run Southwesterly 88.42 feet; thence turn left 91 deg. 41' and run 30.0 feet to the point of beginning; thence contniue along the last described course 207.98 feet; thence turn left 89 deg. 05' and run Northeasterly 80.0 feet; thence turn left 90 deg. 52' and run Northwesterly 206.91 feet; thence turn left 88 deg. 22' and run Southwesterly 80.0 feet to the point of beginning. Said tract containing .4 acre, more or less. Situated in the Town of Pelham, Shelby County, Alabama.

See full Release Vol. 406, 45 pg. 845 (2/10/82)

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TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except NONE.

Jefferson Land Title Services Co., Inc.
P. O. BOX 10481
BIRMINGHAM, ALABAMA 35201

Mortgagors warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances and/or other liens prior hereto, hereinafter collectively called "prior liens", shall be performed promptly when due, but if Mortgagors suffer or permit default under any prior lien, then such shall constitute a default hereunder and Corporation may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Corporation may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Corporation may purchase or pay in full such prior lien, and all sums so expended by Corporation, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Corporation shall not for the purpose of this instrument be construed as satisfying the defaults of Mortgagors under said prior lien.

Included in this conveyance is (1) all heating, plumbing, air conditioning, lighting fixtures, doors, windows, screens, storm windows or sashes, shades, and other fixtures now or hereafter attached to or used in connection with the property described above; (2) all rent, issues and profits under any lease now or hereafter existing on said premises and in the event of default hereunder, Corporation shall have the right to call upon any lessees of said property to make all future payments due Mortgagors directly to Corporation without including Mortgagors' name in said payment, and payment so made by the lessees to Corporation shall constitute payment to Mortgagors and Corporation shall have the right to receipt for such sums so paid which shall be as binding upon Mortgagors as if Mortgagors had signed the receipt themselves and the lessees are relieved of the necessity to see to the application of any such payment.

Mortgagors promise to pay all taxes and assessments now or hereafter levied on the above described property promptly when due.

Unless otherwise agreed herein, Mortgagors promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurors, and in an amount approved by the Corporation, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Corporation, and delivered to said Corporation, with all premiums thereon paid in full. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Corporation and Corporation is hereby empowered in the name of Mortgagors to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the promissory note in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Corporation to Mortgagors; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Mortgagors of making the regular monthly installments as same become due. Provided, however, insurance on improvements shall not be required unless the value thereof is $300.00 or more and the amount financed, exclusive of insurance charges, is $300.00 or more.

But this covenant is upon this condition: That if Mortgagors pay or cause to be paid to Corporation the promissory note above described, and shall keep and perform all performance as required of Mortgagors hereunder, then this covenant shall be void.

But if Mortgagors fail to promptly pay when due any part of said promissory note, or fail to pay said taxes or fail to pay for and keep in force insurance as agreed or fail to promptly pay and keep current any prior lien, or fail to perform any other convenant hereof, then or in any of these events, Corporation is hereby authorized to declare the entire indebtedness secured hereunder, immediately due and payable without notice or demand, and take possession of the property above described (or without taking such possession), and after giving three (3) weeks' notice of the time, place and terms of sale by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash in front of the court house door of said county, and may execute title to the purchaser or purchasers and devote the proceeds of said sale to the payment of the indebtedness secured, and if there be proceeds remaining after satisfying in full said debt, same shall be paid to Mortgagors or their order.

In the event of a sale under the power conferred by this Mortgage, Corporation shall have the right and it is hereby authorized to purchase said property at such sale. In the event the above described property is sold under this Mortgage, the auctioneer making such sale or the Probate Judge of said County and State wherein the land lies, is hereby empowered and directed to make and execute a deed to the purchasers of same and the Mortgagors herein covenant and warrant the title so made against the lawful claims and demands of all persons whomsoever.

In the event any prior lien is foreclosed and such foreclosure proceedings bring an amount sufficient to pay in full said prior lien and there remains an excess sum payable to Mortgagors, then Mortgagors do hereby assign their interest in and to said fund to Corporation and the holder of said excess fund is hereby authorized and directed to pay same directly over to Corporation without including the name of Mortgagors in said payment and a receipt by Corporation shall be as binding on Mortgagors as if Mortgagors had signed same themselves and Mortgagors further relieve the party paying said sum to Corporation, of the necessity of seeing to the application of said payment.

In the event of sale of the property above described under and by virtue of this instrument, Mortgagors and all persons holding under them shall be and become the tenants at will of the purchaser of the property hereunder, from and after the execution and delivery of a deed to such purchaser, with said tenants to be terminated at the option of said purchaser without notice, and Mortgagors and all persons holding under or through Mortgagors removed by proper court proceedings.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to Corporation and credited to the installments to become due on said promissory note in inverse order, that is, satisfying the final maturing installments first, and the Corporation is hereby empowered in the name of the Mortgagors, or their assigns, to receive and give acquittance for any such award or judgment whether it be joint or several.

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It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

Panzie Louise Shirley Braun (SEAL)
Panzie Louise Shirley Braun

Edward W. Braun (SEAL)
Edward W. Braun

Ruby Mae Shirley (SEAL)
Ruby Mae Shirley

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STATE OF ALABAMA
County of Jefferson

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that Panzie Louise Shieley Braun and husband Edward W. Braun and Ruby Mae Shirley an unmarried woman 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 date the same bears date.

Given under my hand and official seal this 10th day of October, 1980.

My commission expires 8/24/83

Notary Public

STATE OF ALABAMA
County of

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____, whose name as _____ of the _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 this the _____ day of _____, 19____.

My commission expires _____

Notary Public

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