

REAL ESTATE MORTGAGE DEED

NAMES AND ADDRESSES OF ALL MORTGAGORS John Thomas Norris and wife, Patricia A. Norris 5345 New Hope Mountain Road Helena, AL 35080	MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 1633B Montgomery Hwy., Suite 2 P. O. Box 20129 Hoover, AL 35216
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THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000.00

WITNESSETH, That for the purpose of securing the payment of all loans made to Mortgagor, the performance of Mortgagor's other obligations under a Revolving Loan Agreement of even date between Mortgagor and Mortgagee and all future and other obligations of Mortgagor to Mortgagee, the Maximum Outstanding at any given time not to exceed said amount stated above, Mortgagor (all, if more than one) hereby grants, bargains, sells, and conveys to Mortgagee the following described real estate, together with all present and future improvements thereon, situated in Alabama, County of Shelby

Lot 4, in Block 1, according to the Survey of Indian Forest Estates, as recorded in Map Book 5, Page 134, in the Office of the Judge of Probate of Shelby County, Alabama.

Mortgagor agrees to pay the indebtedness as hereinbefore provided. If Mortgagor fully pays Mortgagee the indebtedness hereby secured then this conveyance shall be null and void.

Mortgagor agrees to pay all taxes, liens, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due. Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagee in Mortgagee's favor.

If Mortgagor fails to make any of the above mentioned payments or fails to maintain satisfactory insurance, Mortgagee may, but is not obligated to, make such payments or effect such insurance in Mortgagee's own name, and such payments and such expenditures for insurance shall be due and payable to Mortgagee, shall bear interest at the highest lawful rate if not prohibited by law, shall be a lien hereunder on the above described real estate, and may be enforced and collected in the same manner as the other debt hereby secured.

If Mortgagor defaults in the payment of any instalment as scheduled or extended or fails to satisfy any other obligation, the entire balance and all other indebtedness owing to Mortgagee shall, at the option of Mortgagee, without notice or demand, become due and payable forthwith.

On any failure of Mortgagee to fulfill any covenant herein or on any default of Mortgagor, Mortgagee shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days notice, by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in the county in which the property is situated, in said County and State, sell the same as Mortgagee deems best, in front of the Courthouse door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, if this mortgage is referred to an attorney not a salaried employee of Mortgagee for collection and the Amount of Loan Outstanding and any accrued and unpaid Finance Charge exceeds \$100, to the payment of a reasonable attorney's fee actually incurred not exceeding 15% of said Amount of Loan Outstanding plus accrued and unpaid Finance Charge; Second, to the payment in full of the indebtedness hereby secured; and Third, the balance, if any, to be turned over to Mortgagor. Mortgagor agrees further that Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

Mortgagor and Mortgagor's spouse hereby waive all marital rights, homestead exemption and any other exemption under Alabama law.

The covenants, agreements and conditions in this mortgage shall extend to and be binding upon Mortgagor and all persons claiming by, through or under him. All of the covenants hereof shall inure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF the undersigned set (his-her-their) hand(s) and seal(s) on the date first given above.

406 PAGE 752
Mort Tax 37.50
25.00 1.50
Sund 100.00
HO.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
MORTGAGE WAS FILED
1980 OCT 14 AM 10:09

John Thomas Norris (Seal)
Patricia A. Norris (Seal)
(Seal)

STATE OF ALABAMA
COUNTY OF

JEFFERSON

I, T. MARK NORTON, a Notary Public in and for said County, in said State, hereby certify that JOHN THOMAS NORRIS AND WIFE PATRICIA A. NORRIS, whose name(s) (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of OCTOBER, 1980

T. Mark Norton Notary Public

This instrument was prepared by R. A. Moseley, Jr.
1633B Montgomery Hwy., Suite 2
Hoover, AL 35216



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