19801015000117090 1/2 $.00
Shelby Cnty Judge of Probate,AL
10/15/1980 12:00:00AM FILED/CERT

DIAL FINANCE COMPANY-173
BANK [illegible] SUITE 530
1010 [illegible]
BIRMINGHAM, ALABAMA 35203

631

ADDITIONAL SECURITY

ALABAMA REAL ESTATE MORTGAGE

The State of Alabama Jefferson County. Know All Men By These Presents: That whereas, Cecil Warren Jr. and wife, Mary Elaine Warren, Mortgagors are indebted on their promissory note of even date, with an Amount Financed of $ 6,200.42, payable to the order of Dial Finance Company of Alabama, Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly instalments and according to the terms thereof every payment shall be applied first to Finance Charge to date of actual payment and remainder to Amount Financed; payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance of the Amount Financed thereof plus accrued Finance Charge at once due and payable.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loans and refinancing, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

A Parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southeast corner of Lot 2, Block 2 of Fernwood - Fourth Sector as recorded in Map Book 7, Page 96 in the office of the Judge of Probate of Shelby County, Alabama; thence in a Northerly direction, along the East line of said Lot 2, a distance of 194.86 feet to the Northeast corner of said Lot 2; thence 103 degrees 58 minutes 54 seconds right, in a Southeasterly direction, a distance of 150.0 feet to a point on the Northwest Right of Way Line of 13th Street N.W.; thence 90 degrees right, in a Southwesterly direction along said Right of Way

warranted free from all incumbrances and against any adverse claims. (OVER)

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TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and to execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and all costs thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 2 day of October, 19 80

Witness: _____ Cecil Warren Jr. (L.S.) Sign Here

Witness: _____ Mary E. Warren (L.S.) Sign Here

(If married, both husband and wife must sign)

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Cecil Warren Jr. and wife, Mary Elaine Warren whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ~~he~~ they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 2 day of October, 19 80

B. A. Vaw
Notary Public
My commission expires 10-2-82

This instrument was prepared by: [illegible]
407 8th St SE
Lincoln, Al, 35020

Account No. _____

9/1 G/9 AL [illegible]

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Line, a distance of 12.44 feet to the beginning of a curve to the left, said curve having a radius of 636.63 feet and a central angle of 8 degrees 24 minutes 06 seconds; thence along arc of said curve, in a Southerly direction along said Right of Way Line, a distance of 93.35 feet to end of said curve, said point being the Northeast corner of Lot 3, Block 2 of said Fernwood - Fourth Sector; thence 99 degrees 40 minutes 07 seconds right, measured from tangent of said curve, in a Northwesterly direction along the North line of said Lot 3, a distance of 151.53 feet to the Point of Beginning.
Said parcel subject to easement of record.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
WAS FILED
1980 OCT 15 AM 10: 54
JUDGE OF PROBATE

Pay Ad. on U.C.C. #59400.
Rec. 300
Ad. 100
400

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