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Shelby Cnty Judge of Probate, AL

11/03/1980 00:00:00 FILED/CERTIFIED

110 Green Springs Highway Homewood, Al.

MORTGAGE-

ADDRESS:

State of Alabama

Shelby

COUNTY

Unow All Men By These Presents, that whereas the undersigned James Everett Cofer and wife Catherine Lavon Coffer justly indebted to FinanceAmerica Corporation

in the sum of Six thousand six hundred sixty four and 39/00 (\$6664.39)

evidenced by promissory note of even executed date herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due. 12-06-80 and on the same day of each month until paid in full.

Ash Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned,...James Everett Cofer and wife Catherine Layon Cofer ...... do, or does, hereby grant, bargain, sell and convey unto the said. FinanceAmerica Corp. Shelby County, Alabama, to-wit:

Lot No. 119 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5,1965, and being more particularly described as follows; Begin at the intersection of the north right of way line of 1st Avenue and the West right of way line of Montevallo Road (Ala. Highway 119), said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence morthwesterly a long said right-of-way line of 1st Avenue for 143.00 feet; thence 90 deg. 00 min. right and run northeasterly for 48.00 feet; thence 90 deg. 00 min. right and run southeasterly for 142.37 feet to a point on the westerly right-of-way line of Montevallo Road; thence 89 deg. 17 min. right and run southwesterly along said right-of-way line of Montevallo Road for 48.00 feet to the point of beginning.

Also known P.C. Box 174 Siluria Alabama

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default he made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this coveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secuted shall at once become due and payable, and this mostgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said 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 said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outery, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including attorney's fees not to exceed lifteen percent (15%); Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness

Form 01-0795

in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the temainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the putchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's see to said Mortgagee for the soreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured. It is expressly understood that the word "Mortgagee" whenever used in this mortgage tefers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein. Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation. IN WITNESS WHEREOF, we have hereunto set out hands and seals 19801103000124860 Pg 2/2 .00 on this the 30th day of October 19.80 Shelby Cnty Judge of Probate, AL 11/03/1980 00:00:00 FILED/CERTIFIED WITNESSES: James Everett Cofen (Scal)

James Everett Cofen (husband)

Seal)

Jud. 100

Latherini Japan Calen (Scal)

(Scal) Catherine Lavon Cofer (wife) STATE OF General Acknowledgement County Shelby I, the undersigned, .... Kathy. L. McElroy....... a Notary Public in and for said County in said State, hereby certify that ....... James Everett Cofer. and wife Catherine Lavon Cofer ....... whose name. Is a figured 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. Notary public. STATE OF Corporate Acknowledgement COUNTY OF a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Notary Public. Greensprings ewood, Al. the Judge abama inanceAmerica マ Al 1 Homewood,

Shelby

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