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Shelby Cnty Judge of Probate,AL
11/07/1980 00:00:00 FILED/CERTIFIED

REAL PROPERTY MORTGAGE

instrument prepared by Kathy Blackmon (009) OC-50874

MORTGAGEE
CITICORP PERSON-TO-PERSON FINANCIAL CENTER, Inc.
9002 PARKWAY EAST BIRMINGHAM AL 35206

232

NO	DUE	LOAN DATE
1-731-	12	11-05-80

BORROWER
LUTHER A KENDRICK JR
PAMELLA W KENDRICK
1057 NAVAJO
ALABASTER AL 35007

SPOUSE
PAMELLA W

FINANCE CHARGE	TOTAL OF PAYMENTS	AMOUNT FINANCED	FIRST PAYMENT DUE	DATE OF MATURITY AND FINAL PAYMENT DUE
$ 33797.95	$ 65320.00	$ 31522.05	12-12-80	11-12-95

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by an Agreement of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said Agreement when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same when due, together with any and all other indebtedness now owing as well as any indebtedness that may be hereafter incurred before payment is made of the debt evidenced hereon, the said Mortgagors (husband and wife), have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County and State of Alabama, to-wit:

BOOK 407 PAGE 483

Lot 6, Block 4, according to the map and survey of Navajo Hills, Second Sector, as recorded in Map Book 5, Page 24, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1980 NOV -7 PM 1:14

Mtg tax 4740
Rec. 150
Int. 100
4990

Warranted free from all incumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor Mortgage Corporation of the South (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said indebtedness, and any other indebtedness owing by said Mortgagors to the Mortgagee before the full payment of this mortgage, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon. Mortgagors do hereby also agree to payment in addition to the indebtedness evidenced by said Loan Agreement of even date herewith, any and all renewals or extensions of said Agreement for any part thereof, whether endorsed thereon or by separate instruments; in any and all other sum or sums heretofore or hereafter advanced by Mortgagee to or for the account of the Mortgagors (or any one of them) for any and all other present or future, direct or contingent liabilities of Mortgagors (or any one of them) of any nature whatsoever owing to Mortgagee; and the performance of all provisions of this instrument, and the performance of all other mortgages, security agreements and/or other instruments, or documents of Mortgagors (or any one of them) and held by Mortgagee. Said Agreement provides, in certain instances, for the payment by Mortgagors of attorney's fees, which are also secured hereunder.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said indebtedness along with other loans and advances to the Mortgagor by Mortgagee and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 30 days' notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is situated, to sell the same, as a whole or in parcels, in front of the courthouse door, of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15% of the unpaid debt after default if the original principal amount of this loan is more than Three Hundred Dollars ($300.00); and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 balance, if any, to be turned over to the Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor; and they further agree to pay a reasonable attorney's fee to said Mortgagee or its assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

WITNESS our hands and seals this 5th day of November 1980.

WITNESS: Kathy Blackmon x Luther A Kendrick Jr. (SEAL)
WITNESS: x Pamella W. Kendrick (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, the undersigned, a Notary Public, hereby certify that Luther A. Kendrick, Jr. and wife Pamella W. Kendrick 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 day the same bears date.

Given under by hand and seal of office this 5th day of November A.D. 1980.

Tony Looney
Notary Public

My commission expires 5-12-81

American Title Ins Co
2119 2nd Ave North

ORIGINAL