

REAL ESTATE MORTGAGE

Ser. 1933 Montg. Hwy. P.O. W. Box 20464 Birmingham, Al.

STATE OF ALABAMA, County of Jefferson	-773.	35216	
This Mortgage made and entered into on this the 12	day re November		between the undersigned,
Billy R Blain and wife Sonne B. Blain Services Company of Alabama, Inc., a corporation organized and existing	under the laws of the State of	inafter called Mortgagors, Alabama, hereinafter called	and Associates Financial "Corporation":
WITNESSETH: WHEREAS, Mortgagors are justly indebted	to Corporation in the sum	of Fourteen Thous	and Two Hundred
Eighty Dollars and no Cents		Dollars (\$_	14,280.00
as evidenced by a promissory note of e an date herewith, pay	yable to the order of Corp	oration in 84	consecutive monthly
installments, each in the amount of \$170.00_, exc	ept the final installment	shall be in the amount of	f \$ 170.00
with the first installment due the 19th day of December and every succeeding month until paid in full; which note provat the highest legal contract rate after maturity.	•		-
NOW, THEREFORE, FOR AND IN CONSIDERATION of the sacknowledged and for the purpose of securing the payment of the convenants and agreements hereinafter stated, the Mortgage	above-described promissor	y note and the payment a	and performance of all the
property situated in the County of Shelby as follows, to wit:		· · · · · · · · · · · · · · · · · · ·	itate of Alabama, described

Lot 17, in Block 2, according to the Survey of Cahaba Valley Estates, First Sector, as recorded in Map Book 5, Page 84, in the Office of the Judge of Probate of Shelby County, Alabama.

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 per-

sons whomsoever, and that said real property is free and clear from all encumbrances except __Church Hill Mortgage Co.

associates Ginaucial Ser.

Included in this conveyance is (i) 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.

It is specifically agreed that time is obligations secured hereby shall at any hereby.			g any obligation hereunder or of the or of any of the instruments secured
If less than two join in the execution shall be read as if written in singular		y be of the feminine sex, the	pronouns and related words herein
The covenants herein contained shof the parties named.	nall bind, and the benefits and	advantages inured to, the res	pective heirs, successors and assigns
IN WITNESS WHEREOF, the said	l mortgagors have hereunto se	et their hands and seals this the	day and date first above written.
County of		Sonne' B. Blain 1977. 31.15 1926. 21.50 1926. 250 26.95	(SEAL)
I, the undersigned authority, a Not Bill	y R. Blain and wife S		certify that
whose names are signed to the foregoing of the contents of the conveyance, they Given under my hand and official se	executed the same voluntarily	y on the date the same bears de	ite
My commission expires	on Expires August 24, 1983		
		Notai	ry Public.
STATE OF ALABAMA County of			
I, the undersigned authority, a No	tary Public in and for said Cou	inty and State aforesaid, hereby	
		whose name as	of the
to me, acknowledged before me on this authority, executed the same voluntari	s date that, being informed of ly for and as the act of said co	the contents of the conveyand	going conveyance, and who is known ce, he, as such officer and with ful
Given under my hand this the	day of		
My commission expires		Nota	ry Public

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