

MORTGAGEE  
CITICORP PERSON-TO-PERSON FINANCIAL CENTER, Inc. Prepared by Anna Vanderford  
3721 LUDMA ROAD BIRMINGHAM ALABAMA 35216

C-51116  
010

NO. 1082-3 DUE 19  
BORROWER MOBBIE J HOWARD  
10 RIVERCHASE PKWY W  
BIRMINGHAM AL 35244  
31 OCT 1980

SPOUSE 1/UNMARRIED  
FINANCE CHARGE 63491.54  
LOAN DATE 12-12-80  
TOTAL OF PAYMENTS 99250.00  
DATE OF MATURITY AND FINAL PAYMENT DUE 12-19-85  
FIRST PAYMENT DUE 1-19-81

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgages) 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 Mortgages 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 Mortgages (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

PARCEL 1 SHELBY County and State of Alabama, to-wit: PARCEL 2 JEFFERSON COUNTY AND STATE OF ALABAMA, TO-WIT

BOOK 408 PAGE 539

PARCEL 1, LOT 25, ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE WEST AS RECORDED IN MAP BOOK 6, PAGE 78, AND AMENDED IN MAP BOOK 6, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SITUATED IN SHELBY COUNTY, ALABAMA.  
MINERAL AND MINING RIGHTS EXCEPTED.

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION OF PARCEL 2.

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 of BIRMINGHAM FED. S & L PART (if none, so state). GUARANTY S & L PARCEL 2

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 Mortgages to the Mortgagee before the full payment of this mortgage, Mortgages 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. Mortgages 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 Mortgages (or any one of them) for any and all other present or future, direct or contingent liabilities of Mortgages (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 Mortgages (or any one of them) and held by Mortgagee. Said Agreement provides, in certain instances, for the payment by Mortgages of attorney's fees, which are also secured hereunder.

UPON CONDITION, HOWEVER, That if said Mortgages pay said indebtedness along with other loans and advances to the Mortgagee 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 Mortgages; and Mortgages 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 12TH day of DECEMBER 1980

WITNESS: *Anna Vanderford* *Shelby J. Howard* (SEAL)  
WITNESS: \_\_\_\_\_ X \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF JEFFERSON, TO WIT:  
I, THE UNDERSIGNED, a Notary Public, hereby certify that  
and AN UNMARRIED WOMAN 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 my hand and seal of office this 12TH day of DECEMBER A.D. 1980

*Earl Keith Thompson*  
Notary Public

My commission expires 2-1-84

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

American Title Ins Co.



SCHEDULE "A"

BOBBIE J. HOWARD,  
AN UNMARRIED WOMAN  
708 RIVERCHASE PARKWAY WEST  
BIRMINGHAM, ALABAMA 35244

C-51116

010

PARCEL 2 LEGAL DESCRIPTION,

LOT 11, BLOCK 1, ACCORDING TO THE MAP AND SURVEY  
OF SECOND SECTOR, OF GLENBROOK ESTATES, AS RECORDED  
IN MAP BOOK 45, PAGE 29, IN THE PROBATE OFFICE  
OF JEFFERSON COUNTY, ALABAMA.

SITUATED IN JEFFERSON COUNTY, ALABAMA.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

Corrected Rec. 450  
1980 DEC 17 AM 9:51 100  
850

*James A. Shanks, Jr.*  
JUDGE OF PROBATE

*Bobbie J. Howard*  
BOBBIE J. HOWARD

*Anna Underford*  
WITNESS

*Earl Keith Ray*  
NOTARY

*My Commission Expires 2-1-84*

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
DEC 15 REAL 2000 PAGE 404  
4 08 PM '80

RECORDED  
& INDEXED  
PL. OFFICE  
JAN 10 1981  
JUDGE OF PROBATE

5025  
148

BOOK 408 PAGE 540

BOOK 408 PAGE 541

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1980 DEC 17 AM 9:52

Rec. 450  
110  
550

State of Alabama  
Jefferson County

*Thomas A. Shannon, Jr.*  
JUDGE OF PROBATE

I, the Undersigned, as Judge of the Court of Probate,  
in and for said County, in said State, hereby certify that  
the foregoing is a full, true and correct copy of the  
instrument with the filing of same as appears

of record in this office in Vol. 200 Record of

Real on page 404

Given under my hand and official seal, this the 16th  
day of December 1980.

O. H. Florence  
Judge of Probate