

REAL PROPERTY MORTGAGE

19801222000145240 Pg 1/1 .00
Shelby Cnty Judge of Probate, AL
12/22/1980 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) J. D. Appleton

(Address) 7751 Eastwood Hall Birmingham Al 35210

STATE OF ALABAMA

COUNTY OF Shelby

) KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth W. Sims and wife, Barbara M. Sims

(hereinafter called "Mortgagors,"

whether one or more) are justly indebted to Household Finance Corporation of Alabama

(hereinafter called "Mortgagee"), in the sum of Seven thousand eight and 00/100

Dollars (\$7008.00), including interest, evidenced by a note executed simultaneously herewith payable in 48
equal monthly installments of \$ 146.00 each, commencing on January 23rd, 1981

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Kenneth W. Sims and wife, Barbara M. Sims

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 6 Block 3 according to a resurvey of Fernwood Third Sector as recorded in Map Book 7, page 80, in the Probate Office of Shelby County, Alabama.

AMOUNT FINANCED \$4970.21.

Said property is warranted free from all encumbrances and against any adverse claims, other than the lien of ad valorem taxes for the current tax year, and the lien of prior mortgages (if any).

Mortgagors agree to pay all taxes and assessments on the above property and not to commit waste.

Upon default in the payment of any installment of principal or interest on said note or upon default in the performance of any of the covenants and agreements herein contained, the mortgagee may declare the entire principal sum of said indebtedness immediately due and payable, and the mortgagor hereby vests the mortgagee with full power and authority, upon the happening of any such default, to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks, in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal and indebtedness, whether due or not, together with the unpaid interest thereon to the date of sale, and any amount that may be due the mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said mortgagors.

If the Mortgagor fail to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property.

If Mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Kenneth W. Sims and wife, Barbara M. Sims

(we have hereunto set their signature S and seal, this 17th day of December, 1980

TAX 7.50
De 1.50
Sund 1.00
10.00

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

Kenneth W. Sims (SEAL)

Barbara M. Sims (SEAL)

F. P. G. Shanderson, Jr.

THE STATE OF Alabama
Jefferson COUNTY)

I, James D. Appleton, a Notary Public in and for said County, in said State, hereby certify that
Kenneth W. Sims and wife, Barbara M. Sims

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of December, 1980.

James D. Appleton

See release prior Book 41 Page 142 (6-24-81)
BOOK 408 PAGE 695