19810105000000570 Pg 1/1 .00
Shelby Cnty Judge of Probate, AL
01/05/1981 00:00:00 FILED/CERTIFIED

ALABAMA REAL ESTATE MORTGAGE

The State of Alabama, Jefferson County. Know All Men By These Presents: That whereas, Marshall L. Alexander and his wife Jo Lou Alexander, Mortgagors are indebted on their promissory note of even date, in the amount of $ 7221.54, payable to the order of Dial Finance Company of Alabama, Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loans and refinancing, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

Part of the NW¼ of the SE¼ of Section 19, Township 18, Range 2 East, said part being more particularly described as follows: Commence at the Northern edge of the Southwest corner of the intersection of the Old Saw Mill Road with the Pumpkin Swamp Road, run thence in a Northerly direction along the Eastern margin of Pumpkin Swamp Road a distance of 338 feet to a point; thence run in an Easterly direction at a right angle with Pumpkin Swamp Road a distance of 210 feet to a point; run thence in a Southerly direction a distance of 288 feet to the Northern margin of Old Saw Mill Road, said point being 210 feet from the point of beginning; run thence in a Westerly direction 210 feet along the Northern margin of the Old Saw Mill Road a distance of 210 feet to the point of beginning.

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warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 16th day of December, 19 80.

Witness: Walter E Thomas — Marshall L Alexander (L.S.) SIGN HERE

Witness: _____ — Jo Lou Alexander (L.S.) SIGN HERE
(If married, both husband and wife must sign)

STATE OF ALABAMA
Jefferson COUNTY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 JAN -5 AM 11:09
Rec. 1.50
Ind. 1.00
2.50
Judge of Probate

I, the undersigned authority, in and for said County in said State, hereby certify that Marshall L. Alexander and his wife Jo Lou Alexander whose name 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, they executed the same voluntarily on the day the same bears date.

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

Notary Public.

2/18/84

Account No.

This instrument was prepared by: E. DeGeorge 1707 Holly Cir. Birmingham, Ala. 35235

942 C76 Al

1155 Huffman Road
P. O. Box 9449
Birmingham, Alabama 35215