

REAL ESTATE MORTGAGE DEED

NAMES AND ADDRESSES OF ALL MORTGAGORS Charles Leon Byrd, and wife, Earline Byrd 825 1st Ave., S. W. Alabaster, AL 35007			MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: P. O. Box 20129 1633-B Montgomery Hwy., Suite Hoover, AL 35216		
LOAN NUMBER 17246	DATE 1-9-81	Date Finance Charge Begins To Accrue If Other Than Date of 1-9-81	NUMBER OF PAYMENTS 180	DATE DUE EACH MO. TH 15th	DATE FIRST PAYMENT DUE 2-15-81
AMOUNT OF FIRST PAYMENT \$ 210.00	AMOUNT OF OTHER PAYMENTS \$ 210.00	DATE FINAL PAYMENT DUE 1-15-96	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS \$ 37800.00	AMOUNT FINANCED \$ 13040.07

THIS MORTGAGE SECURES FUTURE ADVANCES – MAXIMUM OUTSTANDING ~~\$25,800.00~~
\$14,000

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage Deed.

The words "you" and "your" refer to lender.

To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grant, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located

In Alabama, County of Shelby ; to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you; You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.

If I default in paying any part of any instalment or if I default in any other way, all my obligations to you will become due, if you desire, without your advising me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 9th day of January, 19 81.

Charles Leon Byrd (Se
Earline Byrd (Se

(Se

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, T. MARK NORTON

_____, a Notary Public in and for said County in said State, hereby certify that CHARLES LEON BYRD and EARLINE BYRD, whose name(s) (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of JANUARY, 19 81.

T. Mark Norton Notary Pub
My Comm. Expires 11-28-81

This instrument was prepared by R. A. Moseley, Jr.

P. O. Box 20129
Hoover, AL 35216

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REAL ESTATE MORTGAGE DEED
EXHIBIT "A"

Name & Address of Mortgagors: Charles Leon Byrd
Earline Byrd
825 1st Ave., S.W.
Alabaster, AL 35007

Name & Address of Mortgagee: CIT Financial Services, Inc.
1633-B Montgomery Hwy., Suite 2
P. O. Box 20129
Hoover, AL 35216

The property located in Shelby County, Alabama, to-wit:

Begin at the Southeast corner of Lot 8, in Block 1, of Nickerson Survey on Helena Road, as recorded in Map Book 3, Page 116, in the Office of the Judge of Probate of Shelby County, Alabama, and run in a Westerly direction along South line of Lot 8 in Block 1 for a distance of 100 feet then run in a Northerly direction along the East line of Lot 7 in Block 1 for a distance of 465 feet to the point of beginning of North portion of Lot 7 herein described. From said point of beginning continue to run in a Northerly direction along the East line of Lot 7 for a distance of 182 feet, thence run in a Westerly direction along the North line for a distance of 100 feet, thence run in a Southerly direction along the West line of Lot 7 for a distance of 179 feet, thence run in an Easterly direction parallel with the North line of lot 7 for a distance of 100 feet to said point of beginning of North portion of Lot 7 in Block 1 as described.

Lying and being in Block 1 of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 2, Township 21, Range 3 West, accoring to Map of Nickerson Survey on Helena Road, as recorded in Map Book 3, Page 116, in the Office of the Judge of Probate of Shelby County, Alabama.

This document was prepared by CIT Financial Services, Inc., 1633-B Montgomery Hwy., Suite 2, P. O. Box 20129, Hoover, Alabama, 35216 and by R. A. Moseley, Jr., as Manager.

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

1981 JAN 12 PM 9:56

Thomas A. Moseley, Jr.
CLERK OF PROBATE

Mtg. fee 19.00
Re. 3.00
Sub. 1.00
23.00

Hoover, AL 35216

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RECORDED