

ACCOUNT NUMBER 23133846		TYPE P	DUE 14	DATE OF LOAN 01 / 09 / 81			
MR. & MRS. <input type="checkbox"/> MR <input checked="" type="checkbox"/> MRS <input type="checkbox"/> WAS <input type="checkbox"/> MISS		MORTGAGORS LAST NAME Blankenship		FIRST NAME James Michael	INIT.	SPOUSE Melinda	INIT. H
STREET ADDRESS Route 1 Box 71		CITY Wilsonville	STATE AL	ZIP CODE 35186			
RESCISSION DATE 01 / 14 / 81		ANNUAL PERCENTAGE RATE 18.00 %		TOTAL OF PAYMENTS \$ 30480.00		FINANCE CHARGE \$ 16383.39	
				AMOUNT FINANCED \$ 14096.61			
SCHEDULE OF PAYMENTS 120 \$ 254.00		FIRST DUE DATE 02 // 14 / 81		MATURITY DATE 01 / 14 / 91			

✓ 389
U.S. LIFE
2346 CENTER POINT RD
P O BOX 9512-A
CENTER POINT AL 3521
PHONE 854-7675



MORTGAGE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) 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 a promissory note of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said note when the same falls due,

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same at maturity, the said Mortgagors (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 Shelby County and State of Alabama, to-wit:

OK 409 PAGE 205
A lot or parcel of land lying and being situated in the SW 1/4 of the NE 1/4, Section 32, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: From the Southwest corner of the NW 1/4 of the SE 1/4, run North along the West 1/4-1/4 line and a continuation thereof for 1954.3 feet; thence deflect right 94 degrees 38 minutes and run easterly for 20.3 feet to the point of beginning of subject lot; from said point continue said line for 262 feet; thence deflect left 94 degrees 38 minutes and run north for 144 feet; thence deflect left 85 degrees 22 minutes and run westerly for 262 feet; thence run south and parallel to the westline of the SW 1/4 of the NE 1/4 for 144 feet to the point of beginning.

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 none (if none, so state).

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 promissory note, Mortgagors 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.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said note 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 Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor.

WITNESS our hands and seals this 9 day of Jan 1981

WITNESS: _____ X JAMES MICHAEL CLARK BUCKLEY (SEAL)
Mortgagee

WITNESS: [Signature] X [Signature] (SEAL)
Mortgagor

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson TO WIT:

I, W. L. Gordon, a Notary Public, hereby certify that James Michael Skerker

and Clifford Melander, H. Blankenship these 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 9 day of January : A.D. 19 87

My Commission Expires July 28, 1983

My commission expires

ORIGINAL