

MORTGAGE DEED

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State of Alabama }
County of Shelby }

19810202000011410 Pg 1/1 .00
Shelby Cnty Judge of Probate, AL
02/02/1981 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Roland D. Fleming and wife, Glenda Fleming, (hereinafter called Mortgagor) is justly indebted to Blazer Financial Services, Inc. (hereinafter called Mortgagee) in the sum of Ten Thousand Four Hundred Thirty-Five & .87 (10,435.87) DOLLARS, evidenced by one (1) promissory note of even date herewith.

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

Commence at a point on the West line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 24, Township 19 South, Range 2 East which is 66 feet North of the SW Corner of the North Half of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and run thence South, along the West line of said quarter-quarter section, a distance of 264 feet to the point of beginning; thence continue South, along the West line of said quarter-quarter section, a distance of 264 feet; thence run East, parallel with the South line of said quarter-quarter section, a distance of 660 feet; thence run North, parallel with the West line of said quarter-quarter section, a distance of 264 feet; thence run West, parallel with the South line of said quarter-quarter section, a distance of 660 feet to the point of beginning.

Subject to easements and rights of way of record.
Also known as Route 1 Box 155.

said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted property unto Mortgagee, and unto Mortgagee's heirs and assigns, forever; and for the purpose of further securing the payment of said indebtedness, Mortgagor agrees to pay all taxes and assessments when imposed legally upon said property, and should default be made in the payment of same, Mortgagee may, at Mortgagee's option, pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements on said property insured against loss or damage by fire, with extended coverage, for the fair and reasonable insurable value thereof, in companies satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, and any renewals thereof, to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may, at Mortgagee's option, insure said property for said sum for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by Mortgagee for taxes, assessments and insurance, shall become a debt to Mortgagee, or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if Mortgagor pays said indebtedness and reimburses Mortgagee, or assigns, for any amounts Mortgagee may have expended for taxes, assessments and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by Mortgagee or assigns, or should said indebtedness hereby secured, or any part, or installment thereof, or the interest thereon, remain unpaid at maturity, or should the interest of Mortgagee, or assigns, in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of said indebtedness hereby secured shall at once become due and payable and this mortgage subject to foreclosure and the Mortgagee, or Mortgagee's agents or assigns, shall be authorized to take possession of the property hereby conveyed and, with or without first taking possession, and after giving twenty-one days' notice, by publication once a week for three consecutive weeks, of the time, place and terms of sale, together with a description of the property to be sold, in some newspaper published in said County, sell the same in lots or parcels, or en masse, as Mortgagee, or Mortgagee's agents or assigns, deem best, in front of the Courthouse door of said County, within the legal hours of sale, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding fifteen percent (15%) of the unpaid debt; Second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third to the payment of said indebtedness 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 Mortgagor; and Mortgagor further agrees that Mortgagee, or Mortgagee's agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagor further agrees, if the original principal amount secured hereby exceeds \$300, to pay a reasonable attorney's fee to Mortgagee, or assigns, for the foreclosure of this mortgage in equity, should the same be so foreclosed, said fee to be a part of the debt hereby secured but not exceeding (15%) of the unpaid debt.

IN WITNESS WHEREOF, the undersigned has (have) executed these presents on this 20th day of January, 1981.

mtg. 15.75 STATE OF ALA. SHELBY CO.
Rudl 1.50 I CERTIFY THIS
1.00 INSTRUMENT WAS FILED
18.25
1981 FEB -2 AM 10:01

Roland D. Fleming (SEAL)
Glenda Fleming (SEAL)
(SEAL)
(SEAL)

STATE OF ALABAMA
COUNTY OF SHELBY

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name _____ signed to the foregoing conveyance, and who _____ 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 20th day of January, 1981.