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Shelby Cnty Judge of Probate, AL
05/06/1981 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) M.A. Shepherd

(Address) 1629 Sonia Dr Birmingham Al 35235

STATE OF ALABAMA

COUNTY OF Shelby

) KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert R Berlin and wife Nancy J Berlin (hereinafter called "Mortgagors," whether one or more) are justly indebted to Household Finance Corporation of Alabama

(hereinafter called "Mortgagee"), in the sum of Ten Thousand Eighty-one and 70/100 Dollars (\$ 10,081.70), including interest, (but not including interest, if indebtedness is at simple interest), evidenced by a note executed simultaneously herewith payable in 96 equal monthly installments of \$ 205.00 each, commencing on June 11, 19 81.

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,

Robert R Berlin and wife Nancy J Berlin

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 75, according to the Survey of Kingwood, First Addition, as Recorded in Map Book 6, Page 90, in the Probate Office of Shelby County, Alabama.

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).

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

Upon default in any provision of said note, the mortgagee may declare the entire unpaid indebtedness immediately due and payable, (with rebate of unearned interest as provided in said note, if interest is precomputed) 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 court costs of said sale, including a reasonable attorney's fee not exceeding 15% of said unpaid indebtedness (if paid to attorney not mortgagee's employee); second, to the payment of the amount of said unpaid 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 S 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

Robert R Berlin and wife Nancy J Berlin

have hereunto set their signature S and seal, this 5th day of May, 19 81.

Robert R Berlin (SEAL)

Nancy J Berlin (SEAL)

Nancy J Berlin, his wife (SEAL)

(SEAL)

THE STATE OF Alabama
Jefferson COUNTY)

Intg. 15.15-
Red. 1.50
Sub. 1.00
17.65-

I, M.A. Shepherd, a Notary Public in and for said County, in said State, hereby certify that

Robert R Berlin and Nancy J Berlin

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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of May, 19 81.

Household Finance
1629 Sonia Dr.
Birmingham, Ala. 35235

BOOK 412 PAGE 128

See Release Mire Book Hspage 124 (S-17-82)