

NAME: FinanceAmerica CorporationADDRESS: 110 Green Springs Hwy Homewood, Al. 35209

MORTGAGE—

313

State of Alabama }

Shelby

COUNTY }

Know All Men By These Presents, that whereas the undersigned
 James Everett Cofer and wife Catherine Lavon Cofer
 justly indebted to FinanceAmerica Corporation
 in the sum of Eight thousand six hundred and eight dollars and no/100 (\$8608.00
 evidenced by a promissory note of even date executed herewith.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same
 falls due, 6/8/81 and each month thereafter until balance is paid in full

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the
 undersigned, James Everett Cofer and wife Catherine Lavon Cofer

do, or does, hereby grant, bargain, sell and convey unto the said... FinanceAmerica Corporation

(hereinafter called Mortgagee) the following described real property situated in

...Shelby...County, Alabama, to-wit:

Lot No. 119, as shown on a map entitled "Property Line Map, Siluria Mills",
 prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and
 being more particularly described as follows: Begin at the intersection of the
 north right of way line of 1st Avenue and the West right of way line of
 Montevallo RE., (Ala. Highway 119), said right of way lines as shown on the
 Map of the Dedication of the Street & Easements, Town of Siluria, Ala; thence
 Northwesterly along said right of way line of 1st Avenue for 143.00 feet; thence
 90 deg. 00 min. right and run Northeasterly for 48.00 feet; thence 90 deg.
 00 min. right and run southeasterly for 142.37 feet to a point on the
 westerly right of way line of Montevallo Road, thence 89 deg. 17 min. right
 and run southwesterly along said right of way line of Montevallo Road for
 48.00 feet to the point of beginning.

Said property is warranted free from all incumbrances and against any adverse claims.

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

Upon condition, however, that if the said Mortgagor pays indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have
 expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the
 payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain
 unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens
 of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the
 debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured
 shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the
 said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving
 twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in
 said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in 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 attorney's fees not to exceed fifteen percent (15%); Second, to the payment of any amounts that may have been expended, or that it may
 be necessary then to expend in paying insurance, taxes, or other incumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" whenever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 1st.....day of April....., 19..81...
WITNESSES:

19810511000052090 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/11/1981 00:00:00 FILED/CERTIFIED

.....(Seal)
James Everett Cofer (husband).....(Seal)
James Everett Cofer.....(Seal)
Catherine Lavon Cofer (wife).....(Seal)
Catherine Lavon Cofer.....(Seal)

Mtg TAX 13.05
Dec 3.00
Jud 1.00
17.05
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
MORTGAGE WAS FILED
1981 MAY 11 AM 8:28
Thomas A. Swenden, Jr.
JUDGE OF PROBATE

STATE OF Alabama
Shelby County

General Acknowledgement

I, the undersigned, Kathy L. McElroy, a Notary Public in and for said County in said State,
hereby certify that James Everett Cofer and wife Catherine Lavon Cofer
whose name S 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 official seal this 1st.....day of.....May....., 19...81.

COMMISSION EXPIRES 4-18-81 Notary public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in
said State, hereby certify that
whose name as President of
a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation.

Given under my hand and official seal, this the.....day of....., 19.....

Notary Public.

FinanceAmerica Corporation

Return to Hillcrest Shopping Center
110 Green Springs Highway
Homewood, Alabama 35220

James Everett Cofer and wife
Catherine Lavon Cofer
P.O. Box 174
Siluria, Al. 35144

TO

FinanceAmerica Corporation
110 Green Springs Hwy
Homewood, Al. 35209

MORTGAGE

STATE OF ALABAMA

Shelby County

Office of the Judge of Probate

Judge of Probate