

NO 10344-2 DUE 21 1988
BORROWER OSCAR GAMBLE III AND WIFE, WANDA GAMBLE
1446 SO SHADES CREST ROAD
BIRMINGHAM ALABAMA 35023
31
SPOUSE WANDA
FINANCE CHARGE 34781.81
LOAN DATE 5-1-81
TOTAL OF PAYMENTS 53100.00
AMOUNT FINANCED 18318.10
FIRST PAYMENT DUE 6-21-81
DATE OF MATURITY AND FINAL PAYMENT DUE 5-21-98

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 an Agreement of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said Agreement when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same when due, together with any and all other indebtedness now owing as well as any indebtedness that may be hereafter incurred before payment is made of the debt evidenced hereon, 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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL.

19810518000055390 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
05/18/1981 00:00:00 FILED/CERTIFIED

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 Engel Mortgage (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 indebtedness, and any other indebtedness owing by said Mortgagors to the Mortgagee before the full payment of this mortgage, 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. Mortgagors do hereby also agree to payment in addition to the indebtedness evidenced by said Loan Agreement of even date herewith, any and all renewals or extensions of said Agreement for any part thereof, whether endorsed thereon or by separate instruments; in any and all other sum or sums heretofore or hereafter advanced by Mortgagee to or for the account of the Mortgagors (or any one of them) for any and all other present or future, direct or contingent liabilities of Mortgagors (or any one of them) of any nature whatsoever owing to Mortgagee; and the performance of all provisions of this instrument, and the performance of all other mortgages, security agreements and/or other instruments, or documents of Mortgagors (or any one of them) and held by Mortgagee. Said Agreement provides, in certain instances, for the payment by Mortgagors of attorney's fees, which are also secured hereunder.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said indebtedness along with other loans and advances to the Mortgagee by Mortgagee 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 amount 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; and they further agree to pay a reasonable attorney's fee to said Mortgagee or its assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

WITNESS our hands and seals this 14 day of May 1981

WITNESS: Carla Marshall x Oscar Gamble III (SEAL)
WITNESS: Wanda Gamble x (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, The Undersigned, a Notary Public, hereby certify that Oscar Gamble, III

and wife, Wanda Gamble whose 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 by hand and seal of office this 14 day of May, A.D. 1981

My commission expires 2/24/83

Notary Public

Jefferson Land Title

ORIGINAL

See release from Bank of 2 Page 37 (9-8-81) BOOK 412 PAGE 516

EXHIBIT "A"

PARCEL A: Begin at the Northwest corner of Section 13, Township 20 South, Range 4 West; thence run east along the north line of said section, 281.0 feet to the point of beginning of said PARCEL "A"; thence proceed east along the previous course, 221.28 feet; thence turn right 45 degrees 49 minutes southeasterly 271.64 feet; thence turn right 44 degrees 45 minutes southwesterly, 189.41 feet to a point on the chord of a curve to the left on the north R.O.W. of South Shades Crest Road, said curve having a radius of 1089.07 feet and a central angle of 13 degrees 24 minutes; thence turn right 53 degrees 03 minutes southwesterly along the said north R.O.W. of said road along a segment of the chord 25.55 feet to the southwest corner of said Parcel "A"; thence turn right 82 degrees 12 minutes northwesterly 556.91 feet to the point of beginning.

PARCEL B: Begin at the northwest corner of Section 13, Township 20 South, Range 4 West; thence run east along the north line of said section, 502.28 feet; thence turn right 45 degrees 49 minutes southeasterly 271.64 feet to the point of beginning of said Parcel "B"; thence proceed southeasterly along the previous course 152.8 feet to a point on the northerly R.O.W. of South Shades Crest Road, said point being the P.T. of a curve to the left, said curve having a radius of 1089.07 feet and a central angle of 13 degrees 24 minutes; thence turn right 97 degrees 48 minutes southwesterly along a chord on said curve along said R.O.W. 134.60 feet to a point on said chord, said point being the southwest corner of said PARCEL "B": thence turn right 126 degrees 57 minutes northeasterly 189.41 feet to the point of beginning. All being situated in Shelby County, Alabama.

BEING THE SAME AS: Begin at the northwest corner of Section 13, Township 20 South, Range 4 West; thence run east along the north line of said section, 281.0 feet to the point of beginning of said Parcel "A"; thence proceed east along the previous course, 221.28 feet; thence turn right 45 degrees 49 minutes south easterly 424.44 feet to a point on the northerly R.O.W. of South Shades Crest Road; said point being the P.T. of a curve to the left, said curve having a radius of 1089.07 feet and a central angle of 13 degrees 24 minutes; thence turn right 97 degrees 48 minutes southwesterly along a chord on said curve along said R.O.W. 160.15 feet to the southwest corner of Parcel "A"; thence turn right 82 degrees 12 minutes northwesterly 556.91 feet to the point of beginning.

ACCOUNT NO: 10883-4

AMT FINANCED: 18318.19

DATE: May 14, 1981

1981 MAY 18 AM 8:48

Thomas A. Gamble, Jr.
JUDGE OF PROBATE

Mtg TAX	27.60
Dec	3.00
Ind	1.00
	<hr/>
	31.60


OSCAR GAMBLE, III


WANDA GAMBLE