

REAL ESTATE MORTGAGE DEED



19810626000070470 Pg 1/1 00
Shelby Cnty Judge of Probate, AL
06/26/1981 00:00:00 FILED/CERTIFIED

NAMES AND ADDRESSES OF ALL MORTGAGORS Charles G. Kidd, and wife, Mable M. Kidd Rt. 2, Box 116-B Columbiana, AL 35051			MORTGAGEE: C.I.T. FIN ADDRESS: P. O. Box 20129 1633B Montgomery Hwy., Suite Hoover, AL 35216		
LOAN NUMBER	DATE	Date Finance Charge Begins to Accrue If Other Than Date of Transaction	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
17311	6-23-81	6-23-81	120	1st	6-1-81
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$303.42	\$350.00	7-01-91		\$33623.42	\$15401.73

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000.00

\$16,000.

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage Deed.

The words "you" and "your" refer to lender.

To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grant bargain, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located

In Alabama, County of Shelby; to-wit:

Commence at the southeast corner of Section 1, Township 22 South, Range 1 West and run North along said Section line a distance of 968.37 feet to a point; thence turn an angle of 33 degrees 23 minutes to the left and run 396.83 feet to the point of beginning; thence turn an angle of 90 degrees 00 minutes to the left and run 160.85 feet to the East right of way line of County Highway #47; thence turn an angle of 90 degrees 00 minutes to the left and run 136 feet along said East right of way line; thence turn an angle of 90 degrees 00 minutes to the left and run 160.85 feet; thence turn an angle of 90 degrees 00 minutes to the left and run 136 feet to the said point of beginning, situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, and containing $\frac{1}{2}$ acre, more or less.

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.

If I default in paying any part of any instalment or if I default in any other way, all my obligations to you will become due, if you desire, without your advice me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable out-of-pocket attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 23rd day of June, 19 81.

MTA TAX 23.25
Rec 1.50
Ind 1.00
25.75
JUN 26 AM 9 35

Charles G. Kidd
Mable M. Kidd

STATE OF ALABAMA

COUNTY OF JEFFERSON

T. MARK NORTON

that CHARLES G. KIDD and WIFE MABLE M. KIDD, whose name(s) (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23rd day of June, 19 81.

T. Mark Norton
Notary Public

This instrument was prepared by R. A. Moseley, Jr., P.O. Box 20129, Hoover, AL



82-2114 (9-79) ALABAMA - CLOSED - END

ORIGINAL

