

REAL PROPERTY MORTGAGE

MORTGAGEE
CITICORP PERSON-TO-PERSON FINANCIAL CENTER, Inc. Prepared by Anna Vanderford

3724 Lorna Road Birmingham, Ala 35216

REAL 2075 PAGE 908

2002-010

REAL 443 PAGE 462

NO 11223-2 DUE 2

SPOUSE

FINANCE CHARGE

LOAN DATE

6-25-81

TOTAL OF PAYMENTS
\$ 257844.60

AMOUNT FINANCED
\$ 88950.02

FIRST PAYMENT DUE

8-2-81

DATE OF MATURITY AND
FINAL PAYMENT DUE

7-2-96

GRADY H. BLOODWORTH JR.
UNMARRIED MAN
3441 CHAPEL LANE
BIRMINGHAM, ALA 35226

1/UNMARRD/

168894.58

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

PAR I Jeff/ Bess Div County and State of Alabama, to-wit:

PAR II Jefferson

PAR III Shelby

"See Schedule A which is attached hereto and incorporated herein by reference to have the same effect and purpose as if set forth herein in full."

GRADY H. BLOODWORTH JR. AND GRADY H. BLOODWORTH ARE ONE AND THE SAME PERSON.

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 PAR I Iron & Steel Cr. Un. (if none, so state). II NONE III Birmingham Federal

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 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 addition it 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 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 or 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 25 day of June 19 81

WITNESS:

X

WITNESS:

X

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, the undersigned, a Notary Public, hereby certify that Grady H. Bloodworth Jr.

and Unmarried Man 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 25 day of June A.D. 19 81

My commission expires 2/18/85

Notary Public

ORIGINAL

SCHEDULE "A"

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Parcel IA:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, run south along the West line thereof for a distance of 197 feet to a point of beginning; thence turn an angle to the left of 90 degrees and run eastwardly for a distance of 290 feet; thence turn an angle to the right of 95 degrees 33 minutes and run Southwardly for a distance of 175.82 feet; thence turn an angle to the right of 84 degrees 27 minutes and run westwardly for a distance of 273 feet to the said west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle to the right of 90 degrees and run northwardly along said west line for a distance of 175 feet to the point of beginning.

Parcel IB:

Road easement across the following described property; Begin at the Southeast corner of Parcel IA and run northerly along the east boundary of Parcel IA for a distance of 25 feet; thence run east to the right of way of Rocky Ridge Road; thence southerly along Rocky Ridge Road for 25 feet; thence right and west to point of beginning.

Parcel II:

Part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14, Township 19 South, Range 3 West, more particularly described as follows: Commence at the northeast corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 14, Township 19 South, Range 3 West and thence run west along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 200.0 feet to the point of beginning of the parcel herein described; thence continue west along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 200.0 feet; thence an angle of 91 degrees 25 minutes left and run south 119.58 feet to a point on the north right of way line of Chapel Lane; thence an angle of 75 degrees 46 minutes 07 seconds left to the chord of a curve, said curve having a radius of 11,121.80 feet; thence run southeast along the arc of said curve to the left and along said right of way line 206.29 feet; thence from the chord of the last stated curve, turn 104 degrees 13 minutes 53 seconds left and run north 165.42 feet to the point of beginning. Situated in Jefferson County, Alabama.

Parcel III:

Lot 26, Block 1, and 22' of uniform width off the Northeast side of Lot 25, Block 1, according to the survey of Cahaba Valley Estates, First Sector, as recorded in Map Book 5, page 84, in the Probate Office of Shelby County, Alabama.

10-25-81
Date

1981 JUN 30 AM 9:38

Rec. 300
100
400

Grady H. Bloodworth Jr.
Grady H. Bloodworth Jr.

Witness

Michael Marchman

Notary

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 2075 PAGE 906
JUN 26 3 42 PM '81

13350
400
13750