

REAL PROPERTY MORTGAGE

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Shelby Cnty Judge of Probate, AL  
11/13/1981 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) Peggy Cooley

(Address) 7761 Eastwood Mall Birmingham Al 35210

STATE OF ALABAMA )  
COUNTY OF Shelby ) KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John H. Pfeil, Jr. and wife, Gayle L. Pfeil

(hereinafter called "Mortgagors,"

whether one or more) are justly indebted to Household Finance Corporation of Alabama

(hereinafter called "Mortgagee"), in the sum of Six thousand-six hundred-ninety three and  
Dollars (\$ 6693.20 ), including interest, (but not including interest, if indebtedness is at simple  
interest), evidenced by a note executed simultaneously herewith payable in 84 equal monthly installments  
of \$ 162.00 each, commencing on December 13, 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, John H. Pfeil, Jr. and wife,

Gayle L. Pfeil

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 101, according to the map and survey of Portsouth,  
Third Sector, as recorded in Map Book 7, page 110 in the  
Probate Office, 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).

Mortgagors 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 Mortgagors 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; other-  
wise they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned John H. Pfeil Jr, and wife, Gayle L.  
Pfeil

have hereunto set their signature s and seal, this 7<sup>th</sup> day of November, 19 81.

SHelby COUNTY, ALABAMA

I CERTIFY THIS

FILED

1981 NOV 13 AM 11:18

Thomas A. Henderson, Jr.  
JUDGE OF PROBATE

Mtg tax - 10.05  
Rec. 1.50  
Ad. 1.00  
12.55

John H. Pfeil Jr. (SEAL)

John H. Pfeil Jr. (SEAL)

Gayle L. Pfeil (SEAL)

Gayle L. Pfeil (SEAL)

THE STATE OF Alabama  
Shelby COUNTY)

Patsy M. Peacock, a Notary Public in and for said County, in said State, hereby certify that

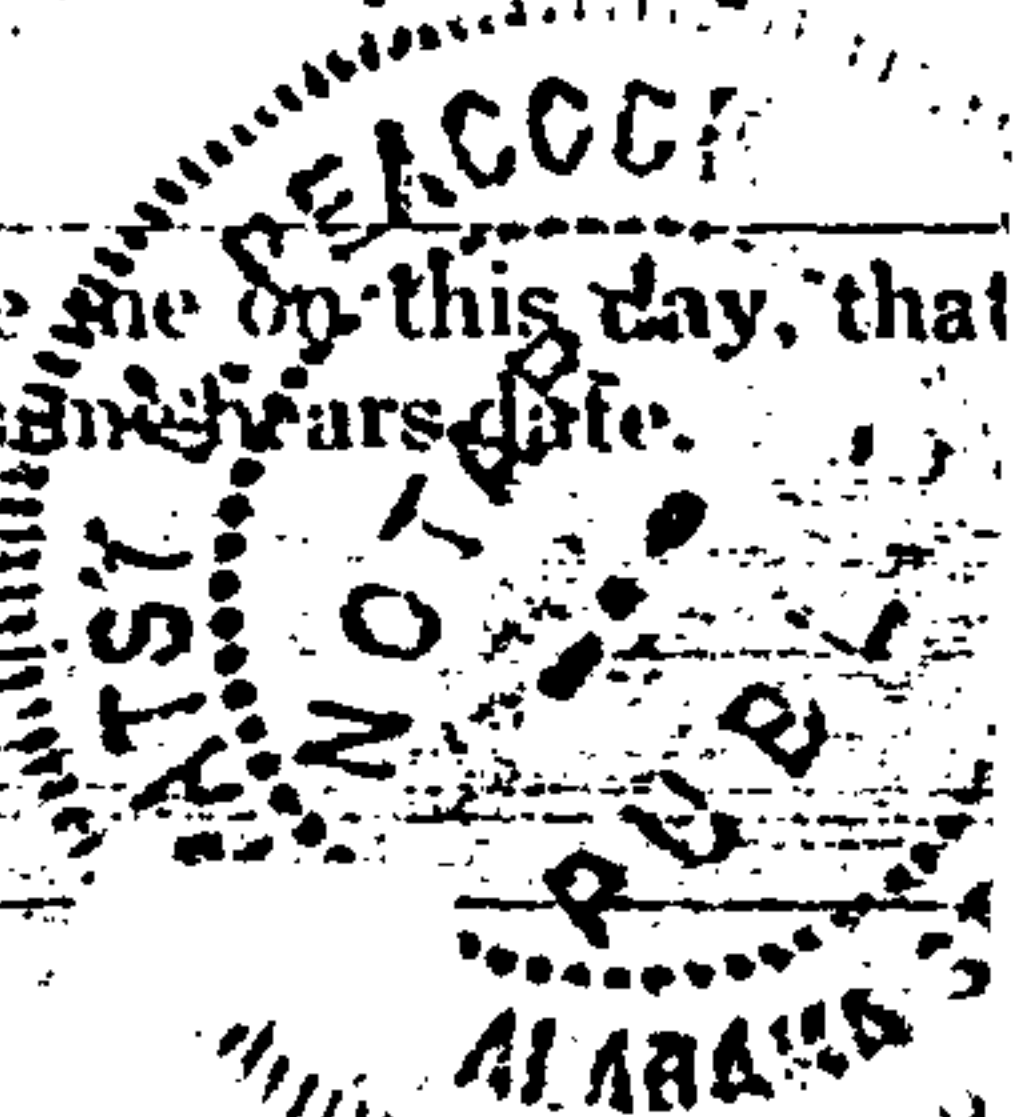
John H. Pfeil, Jr. and Gayle L. Pfeil

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 have executed the same voluntarily on the day the same were made.

Given under my hand and official seal this 7<sup>th</sup> day of November, 19 81

Record date  
2-21-86  
No

Patsy M. Peacock  
Notary Public



See release from AL 53 pg 823-823 (11-23-83)  
BOOK 416 PAGE 875