

See Release Mil. Al 51 page 240 (4-27-83)

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Shelby Cnty Judge of Probate, AL
11/30/1981 00:00:00 FILED/CERTIFIED

REAL ESTATE MORTGAGE DEED

NAMES AND ADDRESSES OF ALL MORTGAGORS Donald Ray Rice Darlyne W. Rice 525 Crosscreek Trail Pelham, Al. 35124			MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 1633-B Montgomery Hwy. 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
17383	11-24-81	11-30-81	84	1st	1-1-82
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
\$ 115.60	\$ 110.22	12-1-88		\$ 9263.86	\$ 5100.89

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

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 grants, bargains, 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

Lot 19, Block 7, EXCEPT the South 10 feet of said lot; ALSO the South 20 feet of Lot 18, Block 7, all according to the Survey of Oak Mountain Estates, Sixth Sector, as recorded in Map Book 5, Page 102, in the Probate Office of Shelby County, Alabama.

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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 or 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 advising 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 outside 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 24th day of November, 19 81

Mtg TAX 7.80
Dec 1.50
Jud 1.00
10.30

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
MORTGAGE WAS FILED
1981 NOV 30 AM 9:48

Donald R Rice
Darlyne W. Rice

STATE OF ALABAMA
COUNTY OF Jefferson

Thomas A. Houston, Jr.
JUDGE OF PROBATE

I, Deborah Ann Watson, a Notary Public in and for said County in said State, hereby certify

that Donald Ray Rice and Darlyne W. Rice, 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 that same bears date.

Given under my hand and official seal this 24th day of November, 19 81

Deborah Ann Watson
Notary Public
my commission expires 2-14-85

This instrument was prepared by R. A. Moseley, Jr.
P. O. Box 20129
Hoover, Alabama 35216



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

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