

Blackmon (005) J-55024

BIRMINGHAM ALABAMA 35210

LOAN DATE

7-04-82

DJE

1 1

2000年12月11日

SPOUSE

FINANCE CHARGE

MARY FAY

15395.89

TOTAL OF PAYMENTS

28920.00

AMOUNT FINANCED

15024.11

FIRST PAYMENT DUE

DATE OF MATURITY AND
FINAL PAYMENT DUE

3-11-32

2-11-92

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:

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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) (or 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 Mortgagor 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 amounts 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 4th day of February 19 82

WITNESS: Forrest Wallace x John E. Gresham (SEAL)

WITNESS: Janet F. [Signature] x Marcel Good Carruthers (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, the undersigned, a Notary Public, hereby certify that John E. Austin

and wife, Mary Fay Austin 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.

STATE OF ALA. SHELBY CO.

Given under by hand and seal of office this 4th day of FEBRUARY, A.D. 19 82

4th I CERTIFY February
INSTRUMENT WAS FILED

1982 FEB -8 AM 8:29

My commission expires 2/24/83

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

ORIGINAL



Person-to-Person
FINANCIAL CENTER

February 4, 1982

John E. Austin
Mary Fay Austin
Rt. 1 Box 95 S
Montevallo, Al. 35115
Account #11246-6

SCHEDULE A

BOOK 418 PAGE 191
Part of the NW 1/4 of the NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the southeast corner of said 1/4-1/4 section run in a westerly direction along the south line of said 1/4-1/4 section for a distance of 583.26 feet; thence turn an angle to the right of 78 degrees 33 minutes and run in a northwesterly direction for a distance of 1,293.11 feet, more or less, to the intersection of the centerline of a 30 foot Plantation Pipe Line easement and the south right of way line of Shelby County Highway #12; thence turn an angle to the right of 101 degrees 49 minutes 30 seconds and run in an easterly direction along said south right of way line of Shelby County Highway #12 for a distance of 293.32 feet to the point of beginning; thence continue along last mentioned course for a distance of 146.66 feet; thence turn an angle to the right of 87 degrees 30 minutes and run in a southeasterly direction for a distance of 815.00 feet; thence turn an angle to the right of 91 degrees 00 minutes and run in a westerly direction for a distance of 101.17 feet; thence turn an angle to the right of 85 degrees 50 minutes and run in a northwesterly direction for a distance of 820.89 feet, more or less, to the point of beginning.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 FEB -8 AM 8:29

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. 19.65
Rec. 3.00
Jud. 1.00
23.65

241-B CENTURY PLAZA
P.O. BOX 6668
BIRMINGHAM, ALABAMA 35210
PH: 595-6154 (AREA-205)

1982 FEB -8 AM 8:29

My commission expires

2/24/83

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Notary Public

Jefferson Land Title

ORIGINAL