

REAL PROPERTY MORTGAGE Prepared by: Carla Marshall
ofc: 005 #-28390

MORTGAGEE:
CITICORP PERSON-TO-PERSON FINANCIAL CENTER, Inc.
441 B Century Plaza, Birmingham, Alabama 35210

NO 11262-3	DUE 09	LOAN DATE 4-02-82	TOTAL OF PAYMENTS 605732.40
EDWARD E. BRUMFIELD, Jr. AND WIFE, CAROLYN R. BRUMFIELD 409 A INDIAN CREST DRIVE HELENA, ALABAMA 35080		FINANCE CHARGE 463,730.16	AMOUNT FINANCED 142002.24
		FIRST PAYMENT DUE 5-09-82	DATE OF MATURITY AND FINAL PAYMENT DUE 4-09-12

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

Shelby County and State of Alabama, to-wit:

Note: Edward E. Brumfield and Edward E. Brumfield, Jr. are one and the same person.

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.

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

granted 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 NONE (if none, so state).

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) 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 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; 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 2 day of April 19 82

WITNESS: W. H. Holbrook x Edward E. Brumfield Jr. (SEAL)
WITNESS: Harold O. Knight x Carolyn R. Brumfield (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, The Undersigned, a Notary Public, hereby certify that Edward E. Brumfield, Jr.

and wife, Carolyn R. Brumfield, 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 2 day of April, A.D. 19 82

My commission expires 8/22/84

Marilyn B. McQueen
Notary Public

ORIGINAL

Citicorp Person-to-Person

241-B Century Plaza
P. O. Box 6668
Birmingham, Alabama 35210
205/595 6145

Financial Center, Inc.



April 2, 1982

Edward E. Brumfield
Carolyn R. Brumfield
409-A Indian Crest Drive
Helena, Alabama 35080

11262-3

SCHEDULE A

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 29, Township 19 South, Range 2 West, in Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 29, Township 19 South, Range 2 West, and run North along the East line of said quarter-quarter section, 835.0 feet to the point of beginning; thence an angle to the left of 96 degrees 56 minutes 30 seconds and run Southwesterly 365.26 feet to the Southeasterly right-of-way of Indian Crest Road, as constructed thirty feet from the center line of said road; thence an angle to the right of 108 degrees 24 minutes 32 seconds to the tangent of a curve to the left having a radius of 2546 and a central angle of 2 degrees 17 minutes 32 seconds; thence run Northeasterly along the arc of said curve 101.86 feet to a point of reverse curve to the right having a radius of 282.30 feet and a central angle of 29 degrees 55 minutes 58 seconds; thence run Northeasterly along the arc of said curve on the Southeasterly right-of-way of Indian Crest Road, 147.48 feet; thence an angle to the right of 74 degrees 23 minutes 21 seconds from tangent to said curve and run Southeasterly 310.44 feet to the Easterly line of said quarterquarter section; thence an angle to the right of 66 degrees 30 minutes 11 seconds and run South along the East line of said quarter-quarter section, 63.35 feet to the point of beginning.

Edward E. Brumfield
Edward E. Brumfield

Carolyn R. Brumfield
Carolyn R. Brumfield

CITICORP

My commission expires

8/22/84

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ORIGINAL

SCHEDULE B

Notwithstanding the foregoing payment schedule, Lender can at anytime after five (5) years from the date hereof demand that the "Borrowers" immediately pay the entire remaining principal balance of this loan plus accrued and unpaid interest.

Edward E. Brumfield, Jr.
Edward E. Brumfield, Jr.

Marion B. McGowan
Notary Public

My Commission Expires: 8/22/84

Carolyn D. Brumfield
Carolyn D. Brumfield

W. H. Holbrook
Witness

The disclosures made herein are based upon the assumption that the loan will be paid in thirty (30) years of monthly payments.

Edward E. Brumfield, Jr.
Edward E. Brumfield, Jr.

Marion B. McGowan
Notary Public

My Commission Expires: 8/22/84

Carolyn D. Brumfield
Carolyn D. Brumfield

W. H. Holbrook
Witness

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1982 APR -6 AM 9:29
JUDGE OF PROBATE

mtg. 213.15
Rec. 4.50
Ind. 1.00
218.65