

This instrument was prepared by

(Name) M.A. Shepherd

(Address) 1629 Sonia Dr Birmingham Ala 35208

STATE OF ALABAMA

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Louis H. Walters and wife, Lillian Walters

(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 Two Hundred Forty and no/100 Dollars (\$ 6240.00), including

Finance Charges, (but not including Finance Charges, if indebtedness is at simple interest), evidenced by a note executed simultaneously herewith payable in 60 equal monthly installments of \$ 104.00 each, commencing on May 19, 19 82 (except first installment of \$ N/A). Finance Charges are payable as provided in the note.

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, named above 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:

See Exhibit "A" for legal description

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 Finance Charges as provided in said note, if Finance Charges are 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; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned

Louis H Walters and Lillian Walters

have hereunto set their signature s and seal, this 19 day of April, 1982

Louis H Walters (SEAL)

(SEAL)

Lillian Walters (SEAL)

Lillian Walters, his wife (SEAL)

THE STATE OF Alabama  
Jefferson COUNTY)

I, M.A. Shepherd, a Notary Public in and for said County, in said State, hereby certify that

Louis H Walters and Lillian Walters

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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of April, 19 82.

*Household Finance*  
4212 A & B Avenue V  
P.O. Box 3943  
Birmingham, Alabama 35208

*M.A. Shepherd*  
Notary Public  
My Commission expires June 12, 1982.

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*See release Mues BC 57 pg 4276-29-84)*

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Exhibit "A"

LEGAL DESCRIPTION:

Commence at the Southeast corner of the North half of SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 4, Township 24 North, Range 13 East; thence run North along the East line a distance of 67.34 feet; thence turn an angle of 90 deg. 30 min. to the left and run a distance of 50.21 feet to the West R.O.W. line of a County Highway; thence turn an angle of 90 deg. 00 min. to the right and run along said R.O.W. line a distance of 125.19 feet; thence turn an angle of 88 deg. 43 min. to the left and run a distance of 212.25 feet to the point of beginning; thence continue in the same direction a distance of 130.00 feet; thence turn an angle of 87 deg. 27 min. to the right and run a distance of 241.87 feet to the South R.O.W. line of Alabama Highway No. 25; thence turn an angle of 92 deg. 33 min. to the right and run along said R.O.W. line a distance of 130.00 feet; thence turn an angle of 87 deg. 27 min. to the right and run a distance of 241.87 feet to the point of beginning. Situated in the North half of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 4, Township 24 North, Range 13 East, Shelby County, Alabama.

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Commence at the Southeast corner of the North half of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 4, Township 24 North, Range 13 East; thence run North along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 67.34 feet; thence turn an angle of 90 deg. 30 min. to the left and run a distance of 50.21 feet to the West R.O.W. line of a paved County Highway; thence turn an angle of 90 deg. 00 min. to the right and run along said R.O.W. line a distance of 125.19 feet to point of beginning; thence continue in the same direction along said R.O.W. line 241.81 feet to intersection of the West R.O.W. line of said Highway and the South R.O.W. line of Alabama Highway 25; thence turn an angle of 88 deg. 43 min. to the left and run along the South R.O.W. line of Hwy. 25 217.60 feet; thence turn an angle of 92 deg. 33 min. to the left and run 241.87 feet; thence turn an angle of 87 deg. 27 min. to the left and run a distance of 212.25 feet to the point of beginning.

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

1982 APR 23 AM 9:11

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

*nty. tax - 945-*  
*Rec. 200*  
*Ind. 100*  
*13.45-*