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The State of ALABAMA
JEFFERSON }
County }

Know All Men By These Presents, That whereas the undersigned

James W. Newton and wife, Carol T. Newton

justly indebted to Finance One of Alabama, Inc.

(hereinafter called Mortgagee)

in the sum of Twenty four thousand seven hundred thirty seven and 79/100 (\$24,737.79) Dollars

evidenced by one promissory note of even date herewith, having a final maturity of
July 12, 1997.

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BOOK and whereas the said James W. Newton and wife, Carol T. Newton

desirous of securing the prompt payment of said indebtedness with interest when the same falls due, NOW

THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment of the same
at maturity, we the said James W. Newton and wife, Carol T. Newton

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated
in Shelby County, State of Alabama to-wit:

See attached Exhibit "A" for legal description

This is a purchase money mortgage subordinate and inferior to the mortgage to Real Estate
Financing, Inc. recorded in Mortgage Book 351, page 607, in the Probate Office of Shelby
County, Alabama.

Moncus & Land
said property is warranted free from all incumbrances and against any adverse claims.

See Release Mar. 88 577 pgs 133 - (6-15-84)

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or 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 said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published at Columbiana in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, in Columbiana at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

have hereunto set our signature S and seal, this 6th day of July, 19 82

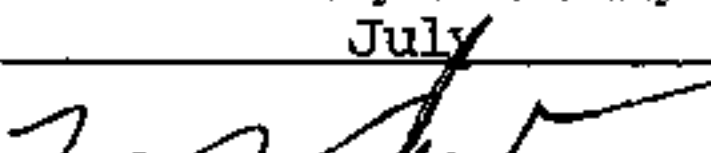
James W. Newton (SEAL)
Carol T. Newton (SEAL)
(SEAL)
(SEAL)
(SEAL)

I, Larry L. Halcomb, a Notary Public in and for said County, in said State hereby certify that James W. Newton and wife, Carol T. Newton

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 my hand and official seal this 6th day of July 19 82

July 19. 82



Notary Public.

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MORTGAGE DEED

THE STATE OF _____ County _____

I, _____, Judge of the Probate Court of said _____ County, hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____, and was recorded in Vol. _____ Record of Deeds, pages _____ on the _____ day of _____, 19____.

Mtg. Tax	\$
Recording Fee	\$
Total	\$

EXHIBIT "A"

PARCEL I

Lot 10, according to the Survey of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama. Less and except therefrom that part of Lot 10 conveyed by W. M. Humphries Development Company, Inc., to Robert T. Murdoch and wife, Joan P. Murdoch, by deed recorded in Deed Volume 293, Page 443, in said Probate Office, described as follows:

Begin at the Southeast corner of Lot 10 of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama; thence in a Northerly direction along the East line of said Lot 10, a distance of 78.28 feet; thence 161 degrees 20 minutes left in a Southwesterly direction a distance of 70.94 feet to a point on the Northeasterly right of way line of Chandcroft Drive; thence 90 degrees left in a Southeasterly direction along said right of way a distance of 25.11 feet to the point of beginning.

PARCEL II

Begin at the Northwest corner of Lot 11, of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama; thence in a Southerly direction along the West line of said Lot 11, a distance of 76.72 feet; thence 161 degrees 20 minutes left in a Northeasterly direction a distance of 66.26 feet; thence 75 degrees 20 minutes left in a Northwesterly direction a distance of 25.38 feet to the point of beginning.

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CLERK OF SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1982 JUL 13 AM 10:46

F. Thomas G. Davidson, Jr.
JUDGE OF PROBATE

mtg. 37.20
Rec. 4.50
Ind. 1.00

42.70