

This instrument was prepared by

(Name) Peggy Kilgo(Address) 7761 Eastwood Mall Birmingham Al 35210

STATE OF ALABAMA

COUNTY OF Shelby

) KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Willard P. McMath and wife, Louise McMath

(hereinafter called "Mortgagors,"

whether one or more) are justly indebted to Household Finance Corporation of Alabama(hereinafter called "Mortgagee"), in the sum of Nineteen thousand six and 49/100Dollars (\$ 19006.49), includingFinance Charges, (but not including Finance Charges, if indebtedness is at simple interest), evidenced by a note executed simultaneously herewith payable in 120 equal monthly installments of \$ 380.00 each, commencing on August 28th, 19 82 (except first installment of \$ same). 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:

A part of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21, Range 1W, Shelby County, Columbiana, Alabama. Starting at the point where the Northern Boundary line of Depot Street intersects the Southern Boundary of the L&N Railroad right of way, and run a Westerly direction along the North side of said Depot Street 272 feet to Point of beginning; thence continue along the North side of said Depot Street 80 Feet; thence run a Northerly direction North 38 Deg. East to the South boundary of said Railroad right of way; thence a Northeasterly direction 80 feet along the South side of said railroad right of way; thence South to the point of beginning.

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).

Mortgagor s 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 Mortgagor s 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 Willard P. McMath and wife, Louise McMathhave hereunto set their signatures, s, and seal, this 22 day of July, 1982.

mtg. 28.65

Recd 1.50

Ind. 1.00 1982 JUL 26 AM 9:46

31.15

JUDGE OF PROBATE

Willard P. McMath (SEAL)

Willard P. McMath

Louise McMath (SEAL)

Louise McMath

THE STATE OF Alabama
Jefferson COUNTY)I, James D. Appleton, a Notary Public in and for said County, in said State, hereby certify thatWillard P. McMath and wife, Louise McMathwhose 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 have executed the same voluntarily on the day the same bears date.Given under my hand and official seal this 22nd day of July, 19 82Record Data
2121 - 8th Ave. No. Bham. 35203James D. Appleton
Notary Public