

The State of ALABAMA
SHELBY County

Know All Men By These Presents, That whereas the undersigned Roye E. Tinsley and wife,

Phyllis L. Tinsley

justly indebted to Finance One of Alabama, Inc.

_(hereinafter called Mortgagee)

in the sum of Ten thousand five hundred and 86/100 (\$10,500.86) ----- Dollars

evidenced by one promissory note of even date herewith, having a final maturity of August 2, 1992.

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and whereas the said Roye E. Tinsley and wife, Phyllis L. Tinsley

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 Roye E. Tinsley and wife, Phyllis L. Tinsley

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

Lot 23, according to the Map and Survey of Meadowbrook, Fourth Sector, as recorded in Map Book 7, Page 67, in the Probate Office of Shelby County, Alabama.

This mortgage is subordinate and inferior to the mortgage to Real Estate Financing, Inc. which said mortgage is recorded in Volume 395, page 739, Probate Office of Jefferson County, Alabama.

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

Larry Halcomb

its

To Have And To Hold the above granted premises unto the said Mortgagee, _____ heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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.

IN WITNESS WHEREOF Roye E. Tinsley and wife, Phyllis L. Tinsley
have hereunto set OUR signature S and seal, this 27th day of July, 19 82

Witnesses:

Roye E. Tinsley (SEAL)
Phyllis L. Tinsley (SEAL)
PHYLLIS L. TINSLEY (SEAL)

_____ (SEAL)
_____ (SEAL)

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THE STATE of ALABAMA
JEFFERSON County.

I, Larry L. Halcomb, a Notary Public in and for said County, in said State hereby certify that Roye E. Tinsley

whose name s 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. 27th day of July, 19 82
Given under my hand and official seal this _____ day of _____, 19 _____

[Signature]
Notary Public.

My Commission Expires 1/23/86

TO

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 _____

JUDGE OF PROBATE.
Mtg. Tax \$ \$ \$
Recording Fee \$ \$ \$
Total \$ \$ \$

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Phyllis L. Tinsley whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of July, 1982.

my commission expires: 9-11-84

C. T. Tinsley
Notary Public



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

1982 AUG -6 AM 10:23

Thomas A. Slaughter, Jr.
JUDGE OF PROBATE

Mtg. fee - 15.90
Rec. 4.50
Ind. 1.00
21.40

STATE OF ALA. JEFFERSON CO.
11317
AUG 3 1982
15.90
4.50
1.00
21.40