

3724 LARNA ROAD

BIRMINGHAM ALABAMA 35216

489

NO 11524-4	DUE 18	LOAN DATE 8-11-82	TOTAL OF PAYMENTS 50670.00
BORROWER DENNIS E MITCHELL FAITH B MITCHELL 2117 BAILEY BROOK CT BIRMINGHAM AL 35244		CO-BORROWER FAITH B	INTEREST 33190.10
		FIRST PAYMENT DUE 9-18-82	DATE OF MATURITY AND FINAL PAYMENT DUE 8-18-97
		AMOUNT FINANCED 17479.90	DESCRIPTION OF LOAN

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower(s) (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as set forth above 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, 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:

Lot 28, according to the Map and Resurvey of Lot 28, Riverchase West - Dividing Ridge, as recorded in Map Book 7, Page 29, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

warranted 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 Real Estate Financing, Inc. (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, of any and all renewals or extensions of said Agreement for any part thereof, whether endorsed thereon or by separate instruments; payment of 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. Mortgagors do hereby also agree and understand that the indebtedness hereby secured is their personal obligation and that the Mortgagee's decision to grant the indebtedness to Mortgagors was based upon the Mortgagee's expectation that the Mortgagors would personally pay all sums hereby secured and perform all provisions herein, and that the real estate described above would remain under the Mortgagor's personal use and care. Said Agreement provides, in certain instances, for the payment by Mortgagors of attorney's fees, which are also secured hereunder. Mortgagors do hereby also specifically pledge the rents, income and profits to the payment of the debt and all other obligations hereby secured.

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 shall 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, or should all or any part of said property, or any interest, legal or equitable, therein be sold or transferred by Mortgagors without Mortgagee's prior written consent 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, collect any rent, income and profits of the premises with or without the appointment of a receiver, to sell the premises hereby conveyed, 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 resulting net income as follows: 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; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the Mortgagors; 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 11th day of August 19 82

WITNESS: *[Signature]* x *Dennis E. Mitchell* (SEAL)

WITNESS: *Kathy Blackmon* x *Faith B. Mitchell* (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, the undersigned, a Notary Public, hereby certify that Dennis E. Mitchell

and wife, Faith B. Mitchell 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 seal of office this 11th day of August 1982

STATE OF ALA. SHELBY CO.

AUGUST CERTIFY THIS

RECORD WAS FILED

1982 AUG 16 AM 9:23

Notary Public

My commission expires

2-11-84

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. - 26.25
Ref. 1.50
Sub. 1.00

L-107 R.E. (REV. 4/82) ALABAMA

Arch. Title

ORIGINAL

28.75

See release this Book 52 page 309 8-26-83

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