

The State of ALABAMA
JEFFERSON County

882

Know All Men By These Presents, That whereas the undersigned

Adam J. Lennox and wife, Mary Ann Lennox

justly indebted to Finance One of Alabama, Inc., an Alabama corporation

(hereinafter called Mortgagee)

in the sum of Seventeen Thousand Ten and 68/100 Dollars

evidenced by a promissory note of even date herewith, payable according to the terms stated therein

and whereas the said Finance One of Alabama, Inc., an Alabama corporation

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, they the said Adam J. Lennox and wife, Mary Ann Lennox

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

Commence at the SE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 West, in Shelby County, Alabama; thence run northerly along the east line of said section 332.36 feet to sub-tangent of the center line of a 60 foot public road; thence turn 87 degrees 59 minutes left and run westerly 41.86 feet; thence turn 72 degrees 41 minutes right and run northwesterly along the center line of said public road 180.56 feet to the P.C. of a curve to the left, having a radius of 197.47 feet; thence run northwesterly and westerly along the center line of said public road 282.69 feet to the P. T. of said curve; thence continue along said center line, a distance of 126.33 feet; thence turn 80 degrees 45 minutes left and run southerly 617.83 feet, more or less, to the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn right and run westerly 250 feet; more or less; thence turn 90 degrees right and run 648.86 feet to the sub-tangent of the center line of a 60 foot public road; thence turn 71 degrees 34 minutes left and run 55.83 feet; thence turn 26 degrees 33 minutes 30 seconds left and run westerly along the center line of said road, 132.18 feet to the P.C. of a curve to the right having a radius of 218.24 feet; thence run westerly and northerly along the arc of said curve, and along center line of said road 356.36 feet to the P. T. of said curve; thence run northerly along the center line of said road on a course that is tangent to said curve at said P.T., 263.04 feet more or less, to the intersection of said center line with the center line of a 60 foot public road running northeasterly and southwesterly; thence turn left and run southwesterly along the center line of last said public road, 345 feet more or less, to the intersection of said center line with the west line of said SE $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 West; thence turn left and run southerly along said west line 850 feet, more or less, to the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn left and run easterly along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, 1326.96 feet to the point of beginning.

Subject to all easements, restrictions and right of ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore executed to Euel L. Colburn as recorded in Mortgage Book 419, Page 530 in the Probate Office of Shelby County, Alabama.

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

ROBERT E. CARTER, ATTORNEY

P. O. BOX 9114

BIRMINGHAM, AL 35213

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.

Witnesses:

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

day of September, 1982
Adam J. Lennox (SEAL)
Mary Ann Lennox (SEAL)
Mary Ann Lennox (SEAL)

THE STATE of ALABAMA
JEFFERSON County.

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Adam J. Lennox and wife, Mary Ann Lennox

whose name 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 15th day of September 1982

same voluntarily on the day the same bears date.
September 7, 1982
Catherine K. [Signature]
Notary Public.

RETURN TO:
ROBERT E. CARTER, ATTORNEY
P. O. BOX 9114
BIRMINGHAM, AL 35213

Adam J. Lennox and wife,
Mary Ann Lennox

TO
Finance One of Alabama, Inc.

MORTGAGE DEED

Public 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____

MINUTE DE PROCEDE

Netg. Tax	\$
Recording Fee	\$
Total	\$