

REAL PROPERTY MORTGAGE

This instrument was prepared by

(Name) J.F. Fuller

(Address) 9180 Parkway East

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

George A McEwen & wife Barbara K McEwen

(hereinafter called "Mortgagors,"

whether one or more) are justly indebted to Household Finance Corporation of Alabama

(hereinafter called "Mortgagee"), in the sum of Thirty-two thousand fifty six 09/100

Dollars (\$ 32056.09), including

Finance Charges, (but not including Finance Charges, if indebtedness is at simple interest), evidenced by a note executed simultaneously herewith payable in 180 equal monthly installments of \$ 563.00 each, commencing on 12/17, 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:

Lot 4, Block 2, according to the Survey of Kirkwall, as recorded in Map Book 6, page 152 A and B, in the Office of the Judge of Shelby County, Alabama.

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 S 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 S 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

George A McEwen & wife Barbara K McEwen

have hereunto set S signature and seal, this 11 day of November, 19 82.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1982 NOV 12 PM 3:41

THE STATE OF

Alabama COUNTY

Shelby COUNTY, I, Charles J. Shultz, a Notary Public in and for said County, in said State, hereby certify that

George A McEwen & wife Barbara K McEwen whose 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of November, 19 82.

Return to: Preferred Research
404-23rd St. No.

Notary Public