896

MORTGAGE [redacted]me and Address)
TNA FINANCE COMP 5376 ØPØRTØ AVE

ACCT NO	DUE DATE	DATE OF LOAN
12130	24	03/18/83

NAME AND ADDRESS OF MORTGAGORS	CO-MORTGAGOR
RGE VERNØN MEULLEN NEVAJØ TRAIL BASTER, AL 35007	RØBIN

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

1983 MAR 23 AM 10:02

Thomas A. Lowery, Jr.
JUDGE OF PROBATE

Mtg Tax 6.15
Rec 1.50
Jud 1.00
8.65

AMOUNT FINANCED	1ST PMT. DUE ON	TERM IN MONTHS	LAST PMT. DUE ON	NOTE AMOUNT
$3325.00	4/24/83	024	03/24/85	$4033.83

1ST PMT. AMT.	REG. PMT. AMT.	LAST PMT. AMT.
$ 169.83	$ 168.00	$ 168.00

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by a promissory note even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said note when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same at maturity, 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:

From the northwest corner of the NE¼ of the SE¼ of Section 34, Township 20 South Range 3 West, run easterly along the north boundary line of the said NE¼ of the SE¼ of Section 34, Township 20, South, Range 3 West for 362.23 feet; thence turn an angle of 132 deg.45min. to the right and run southwesterly 87.0 feet to the point of beginning of the land herein described: thence continue southwesterly along the last said course for 100.0 feet; thence turn an angle to the left of 90 deg. and run southeasterly for 200 feet; thence turn an angle of 90 deg. to the left and run northeasterly for 100.0 feet; thence turn an angle of 90 deg. to the left and run northwesterly 200.0 feet to the point of beginning. This land being part of the NE¼ of the SE¼ of Section 34, Township 20, Range 3 West.

Granted 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 REAL ESTATE FINANCING (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 promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in 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 Mortgagors additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagors at the rate of 18% per annum, and shall be due and payable at the maturity of any of the principal or any interest thereon.

PROVIDED, HOWEVER, That if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to 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 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 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, to sell the same, as a whole or in parcels, in front of the courthouse door, said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: 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 18th day of MARCH 19 83.

WITNESS: Nancy M. Crumpton x George Vernon Meullen (SEAL)
Mortgagor
WITNESS: x Robin Meullen (SEAL)
Mortgagor
x Steve Alan Gentry (SEAL)
Mortgagor

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF JEFFERSON, TO WIT:

I, BRENDA G. SPRADLIN, a Notary Public, hereby certify that GEORGE VERNON MEULLEN & WIFE ROBIN MEULLEN and STEVE ALAN GENTRY an unmarried man 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 18th day of MARCH, A.D. 19 83.

BOOK 428 PAGE 548

Brenda G. Spradlin
Notary Public

My commission expires 11-20-83

AL-1100 (Rev. 4/82) ORIGINAL Preferred Research