

The State of Alabama
Shelby County

898

Know All Men By These Presents, That whereas the undersigned Jackie W. Humphries
and Deborah W. Humphries

justly indebted to Finance One of Alabama, Inc.

(hereinafter called Mortgagee)

in the sum of ~~Four Thousand Nine Hundred Seventy and 21/100~~ Dollars

evidenced by ~~theirs~~ promissory note

and whereas the said Finance One of Alabama, Inc.

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 Jackie W. Humphries and Deborah W. Humphries

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated

in Shelby County, State of Alabama to-wit:

A parcel of land situated in the E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, Township 21 South, Range 1 East, described as follows: Commence at the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 12, Township 21 South, Range 1 East; thence run West along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Sec. a distance of 806.39 feet to the point of beginning; thence turn an angle of 72 deg. 29' 31" to the left and run a distance of 184.31 feet; thence turn an angle of 89 deg. 29' 56" to the right and run a distance of 108.36 feet to a point on the East right of Way line of Shelby Co. Hwy. No. 61; thence turn an angle of 90 deg. 54' to the right and run along said right of way line a distance of 260.74 feet to the P.C. of a right of way curve; thence continue along said right of way curve (whose delta angle is 2 deg. 35' 20" to the right, Radius is 3,742.50 feet, length of arc is 169.10 feet to the P.T. of said curve and the South margin of a gravel road; thence turn an angle of 85 deg. 00' 03" to the right from tangent of said curve, and run along the South margin of said gravel road a distance of 101.50 feet; thence turn an angle of 91 deg. 59' 48" to the right and run a distance of 248.02 feet to the point of beginning. Situated in E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 12, T-21-S, R-1-E, Shelby County, Alabama.

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

To Have And To Hold the above granted premises unto the said Mortgagee, their 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, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies 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 Shelby 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 Shelby 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

have hereunto set their signatures and seal, this 21st day of March, 19 83

Witnesses:

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

Mtg Tax 7.50
Rec 3.00
Jud 1.00
11.50
1983 MAR 23 AM 10:07
JUDGE OF PROBATE

THE STATE of Alabama
Shelby County.

I, Joan B. Thrasher, a Notary Public in and for said County, in said State hereby certify that Jackie W. Humphries and Deborah W. Humphries

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of March, 19 83

MY COMMISSION EXPIRES

11/30/83

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 \$ \$ \$