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SS, SUNE 550

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ALABAMA REAL ESTATE MORTGAGE

ALABAMA 35203
The State of Alabama, Jefferson

County. Know All Men By These Presents: That whereas,

Henry Allen Parrish and wife, Sherry C. Parrish, Mortgagors are indebted on their promissory note of even date, in the amount of \$ 5,020.04, payable to the order of Dial Finance Company of

Alabama, Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loans and refinancing, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

Lot 21, Block 3, according to the map and survey of Wooddale 2nd as recorded in Map Book 5, Page 120, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 25 day of March, 19 83.

Witness: *Betty King* STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

Witness: *Henry Allen Parrish* (L.S.) SIGN HERE
Sherry C. Parrish (L.S.) SIGN HERE
(If married both husband and wife must sign)

1983 APR -4 AM 8-20

STATE OF ALABAMA
Jefferson COUNTY

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg 7.65
Recd 1.50
Jud 1.00
10.15

I, the undersigned authority, in and for said County in said State, hereby certify that

Henry Allen Parrish and wife, Sherry C. Parrish whose name is signed to the foregoing conveyance, and who is 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 the 25 day of March, 19 83.

Dial Finance

B. G. Vane
Notary Public.

This instrument was prepared by: *E. A. Drake*
407 8th St SE
Lipscomb, AL, 35020

My commission expires 10-1-86