

MORTGAGEE (Name and Address) AETNA FINANCE COMPANY

5376 Oporto Rd Birmingham, Al. 35210

ACCOUNT NO 13394085 DUE DATE 06/01/83 DATE OF LOAN 5/31/83

NAME AND ADDRESS OF MORTGAGORS

CO-MORTGAGOR
REBECCA
JEAN

JAMES LAMAR LAYFIELD

Rt. 1 Box 257-A

Columbiana, Al. 35051

\$ 5954.35 AMOUNT FINANCED

1ST PMT. DUE ON 7/06/83 TERM IN MONTHS 48 LAST PMT. DUE ON 6/06/87 \$ 8880.00 NOTE AMOUNT

1ST PMT. AMT. \$ 185.00 REG. PMT. AMT. \$ 185.00 LAST PMT. AMT. \$ 185.00

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 of 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:

A portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of \S 11, T21S, R2W, described as follows; Begin at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of \S 11, T21S, R2W, and run southerly along the west side of the said quarter-quarter for 988.86 ft, then turn an angle of 90° 00' to the left and run easterly for 599.56 ft to an iron pin marking the point of beginning. Turn an angle of 80° 07' 58" to the left and run northeasterly for 55.68 ft to an iron pin, then turn an angle of 73° 29' 29" to the right and run northeasterly for 236.03 ft to an iron on the west side of a gravel road known as Green Valley Rd, then turn an angle of 106° 11' 11" to the right and run southwesterly for 87.11 ft to an iron on the west side of the said Green Valley Road (said point being also on the north (See Attached)

warranted 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 of Elmer Eugene Hahn (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 said promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the 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 Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, 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 its 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, of 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 31st day of May 19 83

WITNESS: *Nancy Crumpton* X *Rebecca Jean Layfield* (SEAL)

WITNESS: *James Lamar Layfield* (SEAL)

ACKNOWLEDGMENT

JEFFERSON

STATE OF ALABAMA, COUNTY OF TO WIT:

MARTHA G ZISSETTE, a Notary Public, hereby certify that JAMES LAMAR LAYFIELD

and REBECCA JEAN LAYFIELD 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 31st day of May 19 83

Preferred Research
2121 - 82nd Ave. No. Suite 1623
B'ham 35203 June 25, 1985
My commission expires

Martha G. Zissette
Notary Public

cont'd

side of a private gravel access road to the Hahn residence) ,then turn an angle of 80° 19' 06" to the right and run westerly for 74.13 ft to an iron on the north side of said private access road, then turn an angle of 12° 08' 52" to the left and run southwesterly for 96.08 ft to an iron on the north side of said private drive then turn an angle of 33° 53' 37" to the right and run northwesterly for 66.18 ft back to the point of beginning (said point being on the north side of the said private drive).

Subject to the easements, rights of ways, and restrictions of record.

BOOK 431 PAGE 831

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

1983 JUN -2 AM 10: 21

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg. tax 900
Rec. 300
Sub. 100
1300