

ACCOUNT # 40645-4
 BRANCH Birmingham, Al.

This instrument was prepared by

(Name) City Finance Company of Alabama Inc.

(Address) 833 3rd Avenue West Birmingham, Al. 35204 By: C laudia Sullivan

REAL ESTATE MORTGAGE

STATE OF ALABAMA
 COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Vivian Bryan Greer, a single man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to **City Finance Company of Al. Inc.** (hereinafter called "Mortgagee", whether one or more), in the principal sum of **Ten Thousand Seven Hundred Fifty Six Dollars & 52/100** Dollars.

(S **10,756.52**), evidenced by a certain promissory note of even date with a Total of Payments in the amount of **17460.00** Dollars.

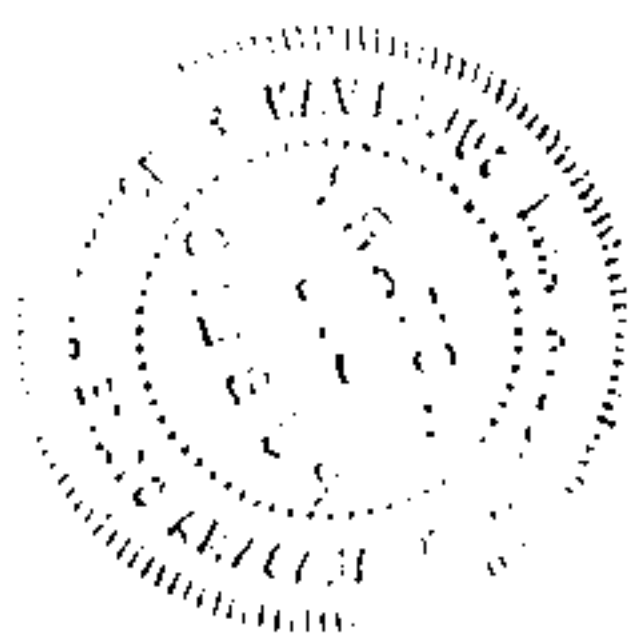
which total sum includes interest and any other legal financing charges, payable in **60** consecutive monthly installments, each of \$ **291.00**

beginning **8-15-** **19 83** and ending **7-15** **19 88**, or until paid in full.

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, 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 #21 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Registered Civil Engineer on 10/5/65, and being more particularly described as follows: Commence at the intersection of the North right of way line of Center Avenue and the West right of way line of Cotton Street, said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama. Thence northerly along said right of way line of Cotton Street for 381.79 feet to the point of beginning, thence 88 degrees, 44 feet, 15 minutes left and run westerly for 179.00 feet; thence 88 degrees, 44 feet, 15 minutes right and run northerly for 70 feet; thence 91 degrees, 15 feet, 45 minutes right and run easterly for 179.00 feet to a point on the west right of way line of Cotton Street, thence 88 degrees, 44 feet, 15 minutes right and run southerly for 70 feet to the point of beginning. Situated in Shelby County, Alabama.

BOOK 433 PAGE 606



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Being all or a portion of the real estate conveyed to Mortgagors by City Finance Company of Al. Inc.
 by a Statutory Warranty dated 7-8- 1983, and recorded in the Probate
 Office of Shelby County County, Alabama, in

Said property is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

EXHIBIT "A"

ADJUSTABLE RATE NOTE

This Note contains provisions allowing for changes in the interest rate. Increases in the interest rate will result in larger monthly payments. Decreases in the interest rate may result in smaller monthly payments, but not smaller than the amount of the initial monthly payment.

Birmingham, Alabama

June 23, 1983

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$21,173.14 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SouthTrust Bank of Alabama, National Association. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1983, and continuing until the full amount of principal has been paid.

Beginning on the date set forth in the preceding paragraph, I will pay interest at a yearly rate of 12.54%. This rate is called the "Initial Rate of Interest." The rate of interest I will pay may change in accordance with Section 4 of this Note.

The rate of interest required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(b) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August 1, 1983. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. If on July 1, 1998, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 112 North 20th Street, Birmingham, Alabama 35290 or any other place required by the Note Holder.

My payments will be applied first to interest for the current month, then to accrued but unpaid interest, then to late charges, if any, and then to principal.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 261.52. This amount may change if the rate of interest that I must pay changes. The Note Holder will determine my new rate of interest and any change in the amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Interest Rate Change Dates

The rate of interest I will pay may change five months after the date the first monthly payment is due under this Note, and every six months thereafter, except that the rate of interest will not change six months prior to the date the last monthly payment is due under this Note. Each date on which the rate of interest may change under this Note is called a "Change Date."

(B) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the interest rate (weekly auction average) for United States Treasury Bills having a maturity of 26 weeks. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

The Index as of the beginning of the first business day of the month immediately preceding each Change Date is called the "Current Index."

Changes in the interest rate under this Note will be measured against the "Original Index" for this note which is 8.79%.

(C) Calculation of Interest Rate Changes

On each Change Date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, the Note Holder will add the difference to the Initial Rate of Interest. If the Current Index is lower than the Original Index, the Note Holder will subtract the difference from the Initial Rate of Interest. The result of this calculation will be the new rate of interest I am required to pay. However, the interest rate will never be less than N/A% or more than N/A% regardless of the result of such calculation. If the interest rate increases to the extent that the amount of my monthly payment is not sufficient to pay accrued interest on the outstanding principal since the last payment date, the accrued but unpaid interest will accumulate but will not be added to the principal and will not bear interest.

(D) Effective Date of Changes

The new rate of interest will become effective on each Change Date. The Note Holder will mail or deliver to me a notice of any change in the rate of interest prior to or promptly after the change becomes effective.

(E) Changes in Monthly Payment Amounts

Eleven months after the date the first monthly payment is due under this Note and annually on the same date thereafter, the Note Holder will determine the amount of my monthly payments which would be sufficient to repay the outstanding principal of this Note at that time in full on the Maturity Date in substantially equal monthly payments at the interest rate then in effect under paragraph (C) above. The Note Holder will add to this amount one-twelfth of the aggregate amount of accrued but unpaid interest, if any. The result of this calculation will be the new amount of my monthly payment. The portion of the new monthly payment not attributable to accrued but unpaid interest will not be less than the amount of the initial monthly payment under this Note set forth in Section 3. (B) above and will not increase by more than 10% of the portion of my monthly payment not attributable to accrued but unpaid interest, as last changed. The 10% limit on increases in the amount of such portion of my monthly payments will not apply to payments due to be made in the last year of the term of this Note. I will pay the new amount of my monthly payment each month beginning with the first monthly payment after the change in my monthly payment amount is determined and continuing until the amount of my monthly payment is again changed or I have fully repaid the loan.

(F) Notice of Changes in Payment Amount

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment prior to the effective date of any change.

5. PREPAYMENT OF PRINCIPAL

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors 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 the same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to the extent not prohibited by law, 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, to said Mortgagee, as Mortgagee's interest may appear, and promptly deliver said policies, or 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 Mortgagee, and to the extent not prohibited by law bear at the lawful rate interest from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagor directs any Insurer to pay holder directly to the extent of Holders interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if 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 lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, 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 in the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County or Counties, (or the division thereof) where said property is located, 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 reasonable attorney's fees as permitted by law and provided for herein Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, or other encumbrances, 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 where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee 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.

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF, the undersigned

Vivian Bryan Greer a single man

have hereunto set her signature and seal, this 8th day of July 19 83

"CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."

Important
Signature must be the same as the name
typed on the face of this instrument and
below the signature lines.

Signature:
Type Name Here:

Vivian Bryan Greer

Signature:
Type Name Here:

THE STATE of Alabama
Jefferson COUNTY

I, Claudia Ann Sullivan
hereby certify that Vivian Bryan Greer A single Man
whose name is signed to the foregoing conveyance, and who is
that being informed of the contents of the conveyance she

, a Notary Public in and for said County, in said State.

Known to me acknowledged before me on this day,
executed the same voluntarily on the day the same bears date:

Given under my hand and official seal this 8th day of July
My commission expires: 9-6-83

Claudia Ann Sullivan Notary Public

THE STATE of COUNTY

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

, a Notary Public in and for said County, in said State.

I, hereby certify that

whose name as

a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of

My commission expires: Notary Public

City Finance Company
833 3rd Ave. W.
Bham, AL 35204
City Finance Company
833 3rd Ave. W.
PO Box 39069
Bham, AL 35208
TO
Vivian Bryan Greer
PO Box 9
Siluria, AL 35144

MORTGAGE DEED

AFTER FILING, RETURN THIS DOCUMENT TO:

Post Office Box 39069
Street Address or Post Office Box
Birmingham, AL 35208
City, State and Zip Code

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first annual monthly payment change date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

☐ If this box is not checked or marked, I may make a full prepayment or a partial prepayment without paying any penalty. If the box at the beginning of this paragraph is checked or marked, if I make a prepayment or prepayments aggregating more than 20% of the outstanding principal in any 12-month period, I will pay a prepayment penalty of six months' interest at the rate of interest then in effect under this Note on the aggregate amount of the prepayments.

6. LOAN CHARGES

If a court of competent jurisdiction interprets a law which governs this Note in such a manner that the interest or other charges collected or to be collected in connection with this Note exceed the limits allowed by such law, and such interpretation is affirmed on appeal or, if the Note Holder is a party to such action, no appeal is taken by the Note Holder, then: (i) any such interest or loan charge will be reduced by the amount necessary to bring the charge within the permitted limit; (ii) any sums already collected from me which exceed the permitted limit will be refunded to me; and (iii) such an adjustment of the amount of the interest or other loan charges and refund of excess amounts already paid by me will be my exclusive remedy. The Note Holder may choose to make any such refund by reducing the amount I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but no prepayment penalty will be imposed in such event.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, but not more than \$100. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment on time, I will be in default. I will also be in default if the mortgagors named in the real estate mortgage described in Section 11 of this Note fail to keep any of the promises made in the Mortgage.

(C) Requirement that I Pay Entire Unpaid Balance Upon Default

If I am in default, the Note Holder may require me to pay immediately the full amount of the principal which has not been paid, all interest that I owe on the principal, and all unpaid late charges, if any. The Note Holder will not be required to make any demand on me or to give me any notice of its election to require me to pay immediately in full.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described in paragraph (C) above, the Note Holder will have the right to be paid back for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method of giving notice, any notice that must be given to me under this Note or under applicable law may be given by delivering it or by mailing it by first-class mail addressed to me at the Mailing Address below or at a different address if I give the Note Holder a written notice of my different address.

If more than one person signs below as Borrower, a single notice addressed to them or to any of them and mailed or delivered to any of them will be sufficient. Each Borrower hereby appoints the others as his or her agent to receive all such notices.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or mailing it by first-class mail to the Note Holder at the address stated in Section 3.(A) on the reverse side or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note as Borrower, the words "I," "me," and "my" as used in this Note mean each such person and also all of them, and each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over my obligations under this Note or any other person who takes over the obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note. (Assumption of obligations under this Note in connection with certain sales or transfers of an interest in, or transfers of possession of, the real property described in the Mortgage which secures this Note may be prohibited by the terms of the Mortgage unless the Note Holder first consents in writing.) The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive demand, presentment, dishonor and notice of dishonor, and waive exemption of personal property from levy and execution for the satisfaction of any amount owed under this Note, except that no limitation on the garnishment of wages provided by applicable law is waived hereby.

11. THIS NOTE IS SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, the Note Holder is also entitled to the benefit and protection of that certain real estate mortgage ("the Mortgage") dated the same date as this Note. The Mortgage contains provisions under which I may be required to make immediate payment in full of all amounts I owe under this Note. One such provision of the Mortgage permits the Note Holder to require me to pay the outstanding principal and unpaid interest and late charges, if any, immediately if I sell or transfer an interest in, or transfer possession of, the real property described in the Mortgage without the Note Holder's consent, except certain permitted transfers described in the Mortgage.

12. GOVERNING LAW

This Note shall be governed and enforced in accordance with the applicable laws of the United States and the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the undersigned has executed this Note as Borrower and has affixed his or her seal to this Note on the date set forth on the reverse side.

CAUTION — It is important that you thoroughly read the contract before you sign it.

Mailing Address of Borrower:

2424 Chandawood Drive

Pelham, Alabama 35124

Account #010016-7

STATE OF ALABAMA, SHELBY CO.
I HEREBY CERTIFY THIS
MORTGAGE WAS FILED

1983 JUL 11 AM 10:07

THOMAS A. BROWN, JR.
NOTARY PUBLIC

Richard M. Blackmon (Seal)
Borrower Richard M. Blackmon
Susette D. Blackmon (Seal)
Borrower Susette D. Blackmon
(Seal)

Borrower

MTA TAX 31.20
9.00
1.00