[redacted] [redacted]COUNT # [redacted]

BRANCH Clanton

This instrument was prepared by

557

(Name) City Finance Company, Inc.

(Address) 104 7th Street North Clanton, Al 35045

REAL ESTATE MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wilver Langham, Jr. and wife, Barbara Langham

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to City Finance Co., Inc. (hereinafter called "Mortgagee", whether one or more), in the principal sum of Nine thousand two hundred forty one dollars &00/100 Dollars ($ 9,241.00), evidenced by a certain promissory note of even date with a Total of Payments in the amount of 15,000.00 Dollars, which total sum includes interest and any other legal financing charges, payable in sixty consecutive monthly installments, each of $ 250.00 beginning Sept. 12 19 83 and ending Aug. 12, 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:

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Commence at the center of Section 5, Township 22 South, Range 3 West and run thence North 2 degrees 50 minutes West a distance of 342.3 feet along the center line of said Section to a point; thence turn 95 degrees 20 minutes to the right and run easterly a distance of 17 feet to the point of beginning, the same being the northeast corner of the Elsie Archer Jones Lot; thence continue in the same direction easterly a distance of 82.80 feet to a point; thence turn 84 degrees 16 minutes to the right and run southerly 337.2 feet, more or less to the point of intersection with the north right-of-way Line of County Highway 22; thence run in a westerly direction along said Highway right-of-way a distance of 162.0 feet; thence northeasterly to the point of beginning there is EXCEPTED herefrom the following described triangular parcel of land; commence at the center of Section 5, Township 22 South, Range 3 West and run thence north 2 degrees 50 minutes west a distance of 342.3 feet along the center line of said Section to a point; thence run 95 degrees 20 minutes to the right and run easterly a distance of 17 feet to a point; being the northeast corner of the Elsie Archer Jones 8 lot; thence contunue in the same direction easterly a distance of 82.80 feet to the point of beginning of said triangular parcel; thence turn 84 degrees 16 minutes to the right and run southerly 337.2 feet, more or less, to the point of intersection with the north right-of-way line of County Highway 22; thence turn and run in a westerly direction along said right-of-way a distance of 10 feet; thence run in a northeasterly direction to the point of beginning, all being situated in the SW¼ of NE¼ of Section 5, Township 22 South, Range 3 West. Subject to easements and restrictions of record. This is a purchase money Mortgage.

Being all or a portion of the real estate conveyed to Mortgagors by Rachel B. Walker by a warranty Deed dated Sept. 15, 19 80, and recorded in the Judge of Probate Office of Shelby County, Alabama, in Book 328 Page 534.

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

Rachel B. Walker

MD-Ala. (10/81)

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 Motgagor 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.

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IN WITNESS WHEREOF the undersigned Wilver Langham, Jr. and wife, Barbara Langham

have hereunto set their signatures and seal, this 8 day of Aug. , 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: Wilver Langham Jr.
Type Name Here: Wilver Langham, Jr.

Signature: Barbara Langham
Type Name Here: Barbara Langham

THE STATE of Alabama

Shelby COUNTY

I, Rebecca Nichols , a Notary Public in and for said County, in said State,
hereby certify that Wilver Langham, Jr. and wife, Barbara Langham

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 are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of Aug , 19 83
My commission expires: My Commission Expires 7-9-85 Rebecca Nichols Notary Public

THE STATE of

COUNTY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 AUG 10 AM 9:49
JUDGE OF PROBATE

Mtg TAX 13.45
Rec 3.00
Ind 1.00
17.95

I, , a Notary Public in and for said County, in said State,
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 , 19

My comission expires: Notary Public

FROM
Wilver Langham, Jr.
and wife,
Barbara Langham
TO
City Finance Co., Inc.

MORTGAGE DEED

AFTER FILING, RETURN THIS DOCUMENT TO:
104 7th Street North
Street Address or Post Office Box
Clanton, Al. 35045
City, State and Zip Code