

MORTGAGEE: (Name and Address) AETNA FINANCE COMPANY 520

5376 SPARTAN AVE BIRMINGHAM, AL 35210

ACCOUNT NO	DUE DATE	DATE OF LOAN
13394052	16	09/12/83

NAME AND ADDRESS OF MORTGAGORS  
HOMER J HEAD  
RT 2 BOX 376  
MAYLENE, ALA 35114

CO MORTGAGOR  
A. PATRICIA

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 SEP 14 AM 10:49

Thomas A. Spradlin, Jr.  
JUDGE OF PROBATE

Mtg TAX 6.45  
Rec 1.50  
Jud 1.00  
8.95

			\$4267.34	AMOUNT FINANCED
1ST PMT DUE ON	TERM IN MONTHS	LAST PMT DUE ON	\$5544.00	NOTE AMOUNT
10/16/83	036	09/16/86		
1ST PMT AMT.	REG. PMT AMT	LAST PMT AMT.		
\$ 154.00	\$ 154.00	\$ 154.00		

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:

Lots 6 and 7, according to First Addition to R.E. Whaley Subdivision of the Town of Maylene, Alabama, as shown by plat recorded in Map Book 3 page 120 in the Probate Office of Shelby, County.

BOOK 430 PAGE 459

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 Southeast Mortgage Company (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 12th day of September 19 83

WITNESS: *[Signature]* X *[Signature]* (SEAL)  
WITNESS: *[Signature]* X *[Signature]* (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:  
I, Brenda G. Spradlin, a Notary Public, hereby certify that Homer J. Head and wife Patricia A. Head 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 12th day of September, A.D. 19 83

*[Signature]*  
Notary Public

My commission expires 11-20-83