

NAME: Henrietta Bell

260

ADDRESS: 1709 9th Ave North Bessemer, Alabama 35020

MORTGAGE—

State of Alabama

Know All Men By These Presents, that whereas the undersigned James R. McGuire  
justly indebted to FinanceAmerica Corporation  
in the sum of Fifteen thousand five hundred twenty-six dollars 51/100 (\$15526.51)  
evidenced by a promissory note of even date executed herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same  
falls due, January 8, 1984, and every month thereafter until the balance is paid in  
full

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the  
undersigned, James R. McGuire and wife Maggie McGuire

do, or does, hereby grant, bargain, sell and convey unto the said FinanceAmerica Corporation

(hereinafter called Mortgagee) the following described real property situated in

Jefferson  
County, Alabama, to-wit:

A parcel of land containing one acre, more or less, located in the SE $\frac{1}{4}$  of the  
SE $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama,  
described as follows:

Commence at the Northwest corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section and run South 02 degrees  
20 minutes East along the West  $\frac{1}{4}$ - $\frac{1}{4}$  line 451 feet to the point of beginning of  
this description; thence continue on the same line 210 feet; thence run South  
74 degrees 30 minutes East 210 feet; thence run North 02 degrees 20 minutes  
West 210 feet; thence run North 74 degrees 30 minutes West 210 feet to the  
point of beginning.

AKA- 724 Volare Drive, Birmingham, Alabama 35244

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment  
of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in  
the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to  
keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof,  
in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly  
to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit  
of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be  
covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have  
expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain  
unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens  
of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the  
debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured  
shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the  
said Mortgagee 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, in some newspaper published in  
said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in 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 attorney's fees not to exceed fifteen percent (15%); Second, to the payment of any amounts that may have been expended, or that it may  
be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness

Bham Land Title  
514 - 21 St.  
Bha. - 35

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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" whenever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 2nd day of December 1983

WITNESSES:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
[ ] WAS FILED:

1983 DEC -6 AM 9: 18

*J. Thomas G. Lawrence, Jr.*  
JUDGE OF PROBATE

James R McGuire (husband)

Margaret M. Bruce

Maggie McGuire (wife)

STATE OF Alabama

Jefferson County

I, the undersigned, Jessie R Baskin, a Notary Public in and for said County in said State,

hereby certify that...James R. McGuire and wife Maggie McGuire.....

whose name \_\_\_\_\_ 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 official seal this 2nd day of December, 1963

**Notary public**

STATE OF

COUNTY OF

### Corporate Acknowledgement

I, ..... a Notary Public in and for said County, in  
said State, hereby certify that .....

whose name as \_\_\_\_\_ President of \_\_\_\_\_

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 the 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.....

**Notary Public.**

**Return to**

James. R. ...  
724 Vola  
Birmingham  
... wife, Maggie McGuire  
... 35244

2

variation.

Finance  
1709 9th  
Bessemer,

35020

# MOIRAGE

STATE OF ALABAMA:

— 24 —

Shelby County, Tennessee  
Office of the Judge of Probate

**Judge of Probate**