

REAL ESTATE MORTGAGE DEED

NAMES AND ADDRESSES OF ALL MORTGAGORS H. Lawson Richards, and wife Peggy J. Richards 115 Donna Dr. Birmingham, Al. 35226			MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 1633-B Montgomery Hwy. Hoover, Al. 35216		
LOAN NUMBER 17641	DATE 3-30-84	Date Finance Charge Begins To Accrue If Other Than Date of Transaction 4-4-84	NUMBER OF PAYMENTS 108	DATE DUE EACH MONTH 4th	DATE FIRST PAYMENT DUE 5-4-84
AMOUNT OF FIRST PAYMENT \$ 141.24	AMOUNT OF OTHER PAYMENTS \$ 141.24	DATE FINAL PAYMENT DUE 4-4-93	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS \$ 15,253.92	AMOUNT FINANCED \$ 8200.42

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000.00

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage Deed.

The words "you" and "your" refer to lender.

To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located

in Alabama, County of Shelby

Begin at the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, T-22-S, R-2-W and run westerly for 123.46 feet, then turn an angle of 101 degrees 34 minutes 20 seconds to the right and run northeasterly for 233.32 feet to a point on the south right of way of Shelby County Road No. 42, then turn an angle of 100 degrees 56 minutes 53 seconds to the right and run southeasterly along said right of way for 261.59 feet, then turn an angle of 95 degrees 37 minutes 38 seconds to the right and run southwesterly for 211.50 feet, then turn an angle of 79 degrees 59 minutes 42 seconds to the right and run 66.68 feet, then turn an angle of 69 degrees 00 minutes 29 seconds to the right and run northerly for 37.38 feet back to the point of beginning. Subject to restrictions, easements, rights of way and building lines of record.

a/k/a Hwy 42 E. Shelby County, Calera, Al. 35040

The undersigned mortgagee does hereby certify that the amount of indebtedness presently incurred with respect to this instrument is \$8200.42.

C.I.T. FINANCIAL SERVICES, INC.

BY:

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void. R. A. Moseley, Jr. Manager

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.

If I default in paying any part of any installment or if I default in any other way, all my obligations to you will become due. If you desire, without your advising me, You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing, I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 30th day of March, 19 84.

✓ Bham Title
514 21st No

H. Lawson Richards (Seal)

Peggy J. Richards (Seal)

Bham, Ala 35203

STATE OF ALABAMA

COUNTY OF Jefferson

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

1984 APR -2 PM 2:49

MTG TAX 12.45
Rec 1.50
Jud 1.00
14.95

I, Deborah Ann Watson

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

that H. Lawson Richards and Peggy J. Richards, whose names (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of March, 19 84.

Deborah Ann Watson Notary Public
my commission expires 7-14-85

This instrument was prepared by R. A. Moseley, Jr.
P. O. Box 36129
Hoover, Al. 35236



82-2114 (9-79) ALABAMA - CLOSED - END

ORIGINAL