

41-80

968 REAL ESTATE MORTGAGE DEED

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------|
| NAMES AND ADDRESSES OF ALL MORTGAGORS James E. Swindall, a married man and wife, Mary E. Swindall, a married woman Rt. 3 Box 1044 Bessemer, Al. 35020 | | | MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: P.O. Box 4508 Birmingham, Al. 35206 | | |
| LOAN NUMBER 18428 | DATE 6/15/84 | Date Finance Charge Begins To Accrue If Other Than Date of Transaction 6/21/84 | NUMBER OF PAYMENTS 180 | DATE DUE EACH MONTH 21st | DATE FIRST PAYMENT DUE 7/21/84 |
| AMOUNT OF FIRST PAYMENT \$ 384.18 | AMOUNT OF OTHER PAYMENTS \$ 384.18 | DATE FINAL PAYMENT DUE 6/21/99 | Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge | TOTAL OF PAYMENTS \$69,152.40 | AMOUNT FINANCED \$ 26,157.92 |

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000.00 77,300.00

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

Commence at the NW corner of SE1/4 of N1/2 of Section 5, Township 21 South, Range 4 West Shelby County, Alabama thence Southerly along the West line of said 1/4-1/4 379.47 feet to a point, thence S90°21' left and easterly 861.1 feet to the point of beginning of the property being described; thence continue along last described course 222.53 feet to a point; thence S90°0' right 183.73 feet to a point; thence S90°0' right 222.53 feet to a point; thence S90°0' right 183.73 feet to the point of beginning, containing 1.0 acre and marked on the corners with iron pins as shown on the plat, and including an access easement 20 feet in width, the centerline of which is more particularly described as follows: Commence at the NW corner of the SE1/4 of the N1/2 Section 5, Township 21 South, Range 4 West Shelby County, Alabama; thence Southerly along the West line of said 1/4-1/4 379.47 feet to a point; thence S90°21' left and easterly 1,893.73 feet to a point; thence S90°0' right 10.0 feet to the point of beginning of the centerline of easement being described, thence S90°0' left and westerly 210.11 feet to the end of said easement.

Also known as: Rt. 3 Box 1044/Including all appurtenant structures and Bessemer, Al. /improvements.

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

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 instalment 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 15th day of June, 19 84.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 JUN 19 AM 11:32
H1-80

James E. Swindall (Seal)
Mary E. Swindall (Seal)
Thomas A. Swindall, Jr. (Seal)
JUDGE OF PROBATE

STATE OF ALABAMA
COUNTY OF Jefferson

I, James E. Swindall, a Notary Public in and for said County in said State, hereby certify that James Daniel and Mary E. Swindall, whose name(s) (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 15th day of June, 19 84.

James E. Swindall Notary Public
MY COMMISSION EXPIRES OCTOBER 13, 1985

This instrument was prepared by Janice L. Glenn, P.O. Box 4508 Birmingham, Al. 35206



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

ORIGINAL

Refused Research