

1089

NET PROCEEDS \$14,000.00

STATE OF ALABAMA, County of Jefferson

This Mortgage made and entered into on this the 26 day of September, 1984, by and between the undersigned,

Gregory N. Smitherman and wife, Kelly Jean Smitherman called Mortgagors, and Associates Financial Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation";

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of Twenty Six Thousand Nine
Hundred Forty Eight Dollars and Eighty Eight Cents Dollars (\$ 26,948.88),

together with interest at the rate provided in the loan agreement of even date herewith which is secured by this Mortgage.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described loan agreement and the payment and performance of all the covenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that property situated in the County of

Shelby, State of Alabama, described as follows, to wit:

Commence at the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 22, Range 4 West and run thence North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 500 feet; thence run East parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 90 feet; thence run North parallel with the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 385 feet to the point of beginning of the parcel herein described; thence continue in the same direction parallel with the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 140 feet; thence run East and parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 315 feet; thence run South parallel with the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 140 feet; thence run West parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 315 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with an easement to provide egress and ingress to and from the above described property across adjoining property which is owned by Bobby Neal Smitherman and Betty Lou Smitherman herein, leading to the public road which leads to the Montevallo-Boothton paved highway.

ALSO, together with an easement to provide egress and ingress to and from the above described property across property which is owned by Willie Steve Smitherman and wife, Glennice Faye Smitherman, leading to the public road which leads to Montevallo-Boothton paved highway, as shown by deed recorded in Deed Book 272, Page 286 in the Probate Office of Shelby County, Alabama. *Dg*

TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and

clear from all encumbrances except NONE

It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

MTG. fee 21.00
Res 7.50
Adm. 1.00
29.50
JUDGE OF PROBATE
1984 SEP 28 AM 11:16
Gregory N. Smitherman (SEAL)
Kelly Jean Smitherman (SEAL)
Kelly Jean Smitherman

STATE OF ALABAMA

County of Jefferson }

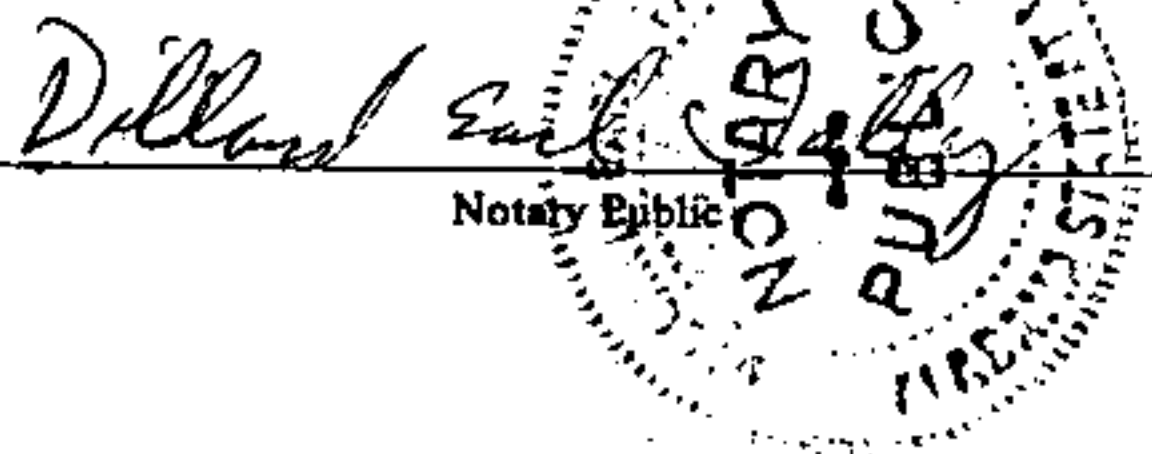
I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

Gregory N. Smitherman and wife, Kelly Jean Smitherman

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 date the same bears date.

Given under my hand and official seal this 26 day of September 1984

My commission expires MY COMMISSION EXPIRES SEPTEMBER 22, 1985



STATE OF ALABAMA

County of _____ }

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

_____, whose name as _____ of the _____

_____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 this the _____ day of _____, 19____.

My commission expires _____

Notary Public