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KNOW ALL MEN BY THESE PRESENTS:	14th	day ofOctober	
THIS MORTGAGE, is made and entered into the undersigned, Gerald F. Duke and	wife Kathy L.	Duke	-3
the undersigned,			<u></u>
(hereinafter referred to as "Mortgagor", wheth	er one or more) and	TRANSAMERICA FINAL	NCIAL SERVICES, INC. (hereinatter
	ment of PUBLICEN	LILUUNGING DUILLING	
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NOW, THEREFORE, in consideration of the	he promises the Moi	rmagor and all others exec	uting this Mortgage, do hereby grant,
bargain, sell and convey unto the Mortgagee the	following described	real estate situated in	Shelby
County, State of Alabama, to-wit:	· 一种主义 (1)	Section 1995	25 124 <del>24</del> C
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Lot 112, according to the	e survey of De	earing Downs, let s	ce of Shelby County, Alabam
as recorded in Map Book situated in the town of	Holona Shelb	v County. Alabama.	MCVBZez
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Together with all and singular the righ	ts, privileges, heredi	itaments, easements and ag	purtenances thereunto belonging or in
anywise annertaining:			
TO HAVE AND TO HOLD FOREVER, U	nto the said Mortgag	ee, Mortgagee's successors,	heirs and assigns.
The above described property is warranted	d free from all incum	brances and against adverse	Claims, except as stated above.
4 41 41 4 4 4	isa transfer the r	northaned broneffy of any	part thereof without the prior written
If the Mortgagor shall sell, lease or othe consent of the Mortgagee, the Mortgagee shall	I be authorized to d	lectare at its option all or an	y part of such indebtedness immediately
due and navable.		` .	
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balance now due on the debt secured by said	) prior Mortgage. 19	e within Mortgage will not fear the date of the within t	Mortgage: Mortgagor hereby agrees not to
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UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate 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 indebtedness hereby secured, at the option of Mortgagee or assigns, 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 Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other incumbrances, with interest thereon; Third, to the payment of the indebtedness 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 Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this

option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT. Kathy L Duke THE TRANSPORT OF THE BOOK OF STREET AND A STREET WAS A STREET AND A ST good feet on a grown of the contract of the co the undersigned authority Notary Public THE STATE OF ALABAMA in and for said County, in said State, hereby certify that Gerald F. Duke and wife Jefferson COUNTY Kathy L. Duke willose name(s) is/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. October Given under my hand and seal this \_\_\_\_\_\_ 14th \_\_\_ day of \_\_\_\_ Notary Public Derniet // Cons Sept. 25,1988 STATE OF ALA. SHELBY CO. I CERTIFY THIS 1985 OCT 16 PH 1: 19 obsee defer of bantay or day. At Mortgage Tax: Deed Tox

Mortgage Tax: \$22.20

Deed Tax

Mineral Tax

Recording Fee

Index Fee

TOTAL

\$22.20

This instrument prepared by Monica Weber
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