

MORTGAGE DEED

State of Alabama }
County of Shelby }

Charles H. Pool and wife,
Jackie C. Pool

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned (hereinafter called Mortgagor) is justly indebted to Blazer Financial Services, Inc. (of Alabama) (hereinafter called Mortgagee) in the principal sum of Eighteen thousand two hundred thirty-four dollars and 68/100 DOLLARS, evidenced by one (1) promissory note of even date herewith, (\$18234.68)

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property, situated in Shelby County, State of Alabama, to wit:

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 20 South, Range 3 West; Thence run northerly along the west boundary line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 2, Tsp. 20 South, Range 3 West for 655.0 feet. Thence turn an angle of 92 degrees 2 minutes-15 seconds to the right and run easterly 709.70 feet; Thence turn an angle of 122 degrees-15 minutes-15 seconds to the right and run southwesterly 347.41 feet; Thence turn an angle of 11 degrees-01 minute-40 seconds to the right and continue southwesterly 106.45 feet; Thence turn an angle of 06 degrees-19 minutes-40 seconds to the left and continue southwesterly 353.63 feet more or less, to a point on the South boundary line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 2, Tsp. 20 South, Range 3 West; Thence turn an angle of 53 degrees-02 minutes-45 seconds to the right and run westerly along the South boundary line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 2, Tsp. 20 South, Range 3 West for 216.21 feet, more or less, to the Southwest corner of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 2, Tsp. 20 South, Range 3 West and the point of beginning. This land being a part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 2, Tsp. 20 South, Range 3 West and being 7.09 acres, more or less.

Note: Less and Except: That part conveyed to Burnice J. Jackson and wife, Loisanne P. Jackson in deed vol. 278/901.

Also that part conveyed to B.J. Jackson recorded in deed vol. 292/597. Also, Less and Except parcels sold to William R. Pool, Warren Bailey and William B. Sutley; and Ronald S. Fowler and Cynthia T. Fowler, which said deeds have not been recorded at this time.

//Also Known As//
2314 Isaac Street
Helena, AL 35080

Mortgagor warrants that said property is free from all encumbrances and against all adverse claims.
Mortgagor agrees to pay all taxes and assessments on the above property and not to commit waste.

Mortgagor and Mortgagee agree that upon default in the payment of any instalment of the principal sum of this mortgage or the interest thereon, then the whole principal sum, plus interest thereon and less any refunds or credits due Mortgagor, shall be immediately due and payable, and this mortgage may be foreclosed. Upon the happening of any such default in payment, Mortgagee is authorized by Mortgagor to sell the above property at public outcry, within the legal hours of sale, in front of the Courthouse door of said County, in lots or parcels, or en masse, to the highest bidder for cash, after giving twenty-one days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks in some newspaper published in said County, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding 15% of the unpaid debt; Second, to the payment of the indebtedness in full, whether or not fully matured by the date of sale, with interest thereon and less any refunds or credits due Mortgagor; and Third, the balance, if any, to be turned over to Mortgagor.

If Mortgagor pays said indebtedness, with interest thereon, and performs all the promises and agreements in this mortgage, then this conveyance shall be null and void.

IN WITNESS WHEREOF, the undersigned has (have) executed these presents on this 4th day of August, 19 86.

This instrument prepared by:
Tracy Smith
64 Greensprings Highway
Homewood, AL 35209

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

1986 AUG -5 PM 2:51

Charles H. Pool (SEAL)

Charles H. Pool (SEAL)

Jackie C. Pool (SEAL)

Jackie C. Pool (SEAL)

STATE OF ALABAMA
COUNTY OF Shelby

JUDGE OF PROBATE

M.T. TAX 27.45
2.50
1.00
30.95

I, Ronald E. Chatham
certify that Charles H. Pool and wife, Jackie C. Pool

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

whose name's 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 day the same bears date.

Given under my hand and official seal, this 4th day of August, 19 86
My Commission Expires 10/10/89

Ronald E. Chatham
NOTARY PUBLIC

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