

ACCOUNT # 40308-9

BRANCH Clanton

This instrument was prepared by

(Name) Donna Fricke  
 (Address) 1608 7th St... No., Clanton, AL 35045

**REAL ESTATE MORTGAGE**

STATE OF ALABAMA  
 COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

W. L. Cox and wife, Mary Ellen Cox

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to City Finance Company of Alabama, Inc. (hereinafter called "Mortgagee", whether one or more), in the principal sum of seventeen thousand five hundred five dollars & 98/100 (\$17505.98), evidenced by a certain promissory note of even date with a Total of Payments in the amount of 42000.00 Dollars.

which total sum includes interest and any other legal financing charges, payable in 120 consecutive monthly installments, each of \$350.00 beginning November 29 1986 and ending October 29 1996, or until paid in full.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing 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:

PARCEL I: Begin at the SW corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 14, Township 22 South, Range 1 West, thence run North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 741.98 feet; thence turn an angle of 88°09' to the right and run a distance of 660.0 feet; thence turn an angle of 91°33' to the right and run a distance of 531.93 feet; thence turn an angle of 88°27' to the right and run a distance of 210.0 feet; thence turn an angle of 88°27' to the left and run a distance of 210.0 feet; thence turn an angle of 88°27' to the right and run a distance of 444.0 feet to the point of beginning. Being situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14, Township 22 South, Range 1 West, Shelby County, Alabama.

PARCEL II: Also, commence at the SE corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 14, Township 22 South, Range 1 West, thence run North along the East line of the said quarter-quarter section a distance of 238.33 feet to the point of beginning; thence continue North along the East line of said quarter-quarter section a distance of 320.0 feet; thence turn an angle of 143°55' to the left and run a distance of 308.7 feet to the North margin of an existing county gravel road; thence turn an angle of 104°53' to the left and run along the North margin of said road a distance of 195.0 feet to the point of beginning. Being situated in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14, Township 22 South, Range 1 West and containing 0.67 acres.

Being all or a portion of the real estate conveyed to Mortgagors by Billy Faye Averette Gafford and husband Robert Gafford by a warranty Deed dated Sept 23 1974, and recorded in the Judge of Probate Office of Shelby County, Alabama, in Book 288 Page 833

Said property is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to the extent not prohibited by law, to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, to said Mortgagee, as Mortgagee's interest may appear, and promptly deliver said policies, or renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgagee, and to the extent not prohibited by law bear at the lawful rate interest from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagor directs any Insurer to pay holder directly to the extent of Holders interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one 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 or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County or Counties, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including reasonable attorney's fees as permitted by law and provided for herein Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned

W. L. Cox and wife, Mary Ellen Cox

have hereunto set their signatures and seal, this 22nd day of October

"CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."

**Important**  
Signature must be the same as the name typed on the face of this Instrument and below the signature lines.

Signature: \_\_\_\_\_  
Type Name Here: W. L. Cox

Signature: \_\_\_\_\_  
Type Name Here: Mary Ellen Cox

THE STATE of Alabama

Shelby

COUNTY

I, Zeddie Andrews  
hereby certify that

W. L. Cox and wife, Mary Ellen Cox

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

whose names are signed to the foregoing conveyance, and who are  
that being informed of the contents of the conveyance they

known to me acknowledged before me on this day,  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of October, 1986  
My commission expires: MY COMMISSION EXPIRES OCTOBER 25, 1988

October

19 86

Notary Public

THE STATE of

COUNTY

I,  
hereby certify that

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

whose name as

of

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such 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 and official seal, this the day of , 19

My commission expires:

Notary Public

FROM

TO

MORTGAGE DEED

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

1986 OCT 28 PM 12:23

Thomas A. Scarborough, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$ \_\_\_\_\_  
2. Mig. Tax 26.40  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 32.40

AFTER FILING, RETURN THIS DOCUMENT TO:

Street Address or Post Office Box

City, State and Zip Code