

State of Alabama }
SHELBY County }

Know All Men By These Presents,

That Whereas the undersigned WILMA J. DAVIS, A WIDOW WOMAN
(hereinafter called Mortgagor)

justly indebted to COLUMBUS FINANCE COMPANY OF CHILDERSBURG

(hereinafter called Mortgagee)

in the sum of TWO THOUSAND ONE HUNDRED SIXTY AND NO/100 (2160.00) Dollars

evidenced by ONE promissory note OF EVEN DATE IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 (2160.00). PAYMENTS IN EIGHTEEN (18) EQUAL CONSECUTIVE MONTHLY PAYMENTS OF ONE HUNDRED TWENTY AND NO/100 (120.00) DOLLARS EACH. THE FIRST PAYMENT BEING DUE MARCH 5, 1987; AND THE LAST PAYMENT IN THE SAME AMOUNT BEING DUE ON AUGUST 5, 1989.

and whereas the said MORTGAGEE, COLUMBUS FINANCE COMPANY OF CHILDERSBURG

desirous of securing the prompt payment of said indebtedness with interest when the same falls due,

3/5/87 Now Therefore, in Consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, 8/5/89 the said MORTGAGOR, WILMA J. DAVIS

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in SHELBY County, State of Alabama, to-wit:

Commence at the Northwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 1, Township 19 South, Range 2 East; thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 237.00 feet to the Southeast margin of a County paved road and the point of beginning; thence continue in the same direction a distance of 167.43 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 369.37 feet to the West margin of said paved County road; thence turn an angle of 121 deg. 46 min. to the left and run along said road a distance of 404.56 feet; thence turn an angle of 2 deg. 52 min. to the right and run along said road a distance of 42.47 feet; thence turn an angle of 87 deg. 02 min. to the left and run along said road a distance of 86.00 feet; thence turn an angle of 45 deg. 41 min. to the left and run along said Road margin a distance of 185.57 feet to the point of beginning. Situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 1, Township 19 South, Range 2 East, Shelby County, Alabama and containing 2.00 acres.

The above grantors constitute all the heirs at law and next of kin of Oliver McGraw, deceased.

Said property is warranted free from all incumbrances and against any adverse claims.

119 Eight Ave. S.W.
Childersburg, AL 35044

To Have And To Hold. the above granted premises unto the said Mortgagee,

heirs, 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 same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees 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, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any 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 mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon Condition. however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured 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 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, in some newspaper published at Birmingham, in said 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 said County, in Birmingham, Ala., 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 a reasonable attorney's fee; 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 other incumbrances, 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 to pay a reasonable attorney's fee to said Mortgagee 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.

In Witness Whereof

have each hereunto set her signature and seal, this 5th

day of February

19 87

Witnesses:

Wilma Davis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE of ALABAMA

SHELBY

County.

I, THE UNDERSIGNED AUTHORITY
hereby certify that WILMA J. DAVIS, A WIDOW WOMAN

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

whose name 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 the conveyance, SHE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th

day of February

Donna H. Coleman

As Notary Public

STATE of

County.

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

do hereby certify that on the day of

, 19 , came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal this the

day of

I CERTIFY THIS INSTRUMENT WAS FILED

19

As Notary Public

2. Mtg. Tax 3.30
3. Recording Fee 5.00

1987 FEB 11 PM 12:58

WILMA J. DAVIS

TO

Columbus Finance Company
119 8th Avenue S.W.
Childersburg, Alabama 35044

MORTGAGE DEED

State of Alabama

County

I hereby certify that the within mortgage was filed for record in this office on the day of 19 at o'clock M. and was duly recorded in Vol. Record of Mortgages, pages and examined.

Judge of Probate.

Mtg. Tax \$
Recording Fee \$
Total \$