

1404

FIRST NATIONAL LOANS, INC. - LENDER  
1525 Center Point Road #102  
Birmingham, Alabama 35215

1. Deed Tax \$  
2. Mtg. Tax 14.10  
3. Recording Fee 2.50  
4. Indexing Fee 1.00  
TOTAL 17.60

REAL ESTATE MORTGAGE

|  |                                 |   |                        |
|--|---------------------------------|---|------------------------|
| DATE OF NOTE AND THIS MORTGAGE   | AMOUNT OF NOTE                  | FIRST PAYMENT DUE DATE                                    | FINAL PAYMENT DUE DATE |
| 5-11-87  | 9,331.00                        | 6-15-87   | 5-15-92                |
| NOTE PAYABLE IN  | MONTHLY PAYMENTS (EXCEPT FINAL) | FINAL PAYMENT EQUAL IN ANY CASE TO UNPAID BALANCE OF NOTE |                        |
| 60   | 155.51                          |   |                        |
| MORTGAGORS (NAMES AND ADDRESS):  |                                 |   |                        |
| Jerry G. Yancy and wife,<br>Carol J. Yancy<br>1116 Henry Drive<br>Alabaster, Alabama 35007 |                                 |   |                        |

This Real Estate Mortgage prepared by:

Norma Alexander  
1525 Center Point Rd. #102  
Birmingham, AL 35215

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1987 MAY 18 PM 2:36

BOOK 131 PAGE 99

STATE OF ALABAMA, Jefferson COUNTY, JUDGE OF PROBATE

KNOW ALL MEN BY THESE PRESENTS: That the Mortgagors above named are indebted on their Promissory Note above described, payable to the order of the above named Mortgagee, at its address shown above and evidencing a loan made there by said Mortgagee. Said Note is payable in monthly installments and according to the terms thereof, payment may be made in advance in any amount at any time and default in making any monthly payment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof and accrued interest thereon at once due and payable; and said Note shall bear interest at the rate of 8% per annum from maturity until fully paid.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loans and refinancing, but not exceeding a total indebtedness at any one time of \$9331 the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

Lot 86, according to the survey of Scottsdale, Second Addition, as shown by map recorded in Map Book 7 page 118 in the office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every installment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any installment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale. Attorney's fee limited to 15% of the unpaid balance at the time of default.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 11th day of

CAUTION - It is Important That You Thoroughly Read The Contract Before You Sign It.

May 19 87  
Witness: *[Signature]* *[Signature]* (S.S.) SIGN HERE  
Witness: *[Signature]* *[Signature]* (S.S.) SIGN HERE  
(If married, both husband and wife must sign)

STATE OF ALABAMA

Jefferson COUNTY

JUDGE OF PROBATE

I, the undersigned authority, in and for said County in said State, hereby certify that Jerry G. Yancy and wife

Carol J. Yancy

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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of May 1987

MY COMMISSION EXPIRES OCTOBER 6 1991

