

1528

REAL ESTATE MORTGAGE NOTE

\$5,000.00

Birmingham, Alabama,

The undersigned, for value received, promise to pay to the order of Jack Shewmake

the sum of Five Thousand Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 10% per cent per annum, in monthly

installments of single payment Dollars,

payable on the day of each month after date, commencing August 1, 1987

until said sum is paid in full, payable at 1231 Atkins Trimm Blvd. Birmingham, Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 10% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

Failure to pay this note will result in loss of any right of redemption or any transfer of any such right.

THIS NOTE IS PAYABLE IN FULL AUGUST 1, 1987.

THIS NOTE IS SECURED BY ATTACHED DESCRIBED REAL ESTATE.

This note is given, executed and delivered under the seal of the undersigned.



MY COMMISSION EXPIRES JUNE 9, 1987

(L.S.)

(L.S.)

(L.S.)

1231 Atkins Trimm Blvd (L.S.)

Birmingham, AL 35226

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[illegible]

(205) 251-8484

File No. 43271

Lot 5, Block 8, according to the Survey of Green Valley, 4th Sector, as recorded in Map Book 7, Page 10, in the Probate Office of Shelby County, Alabama.

ALSO that part of the Southwest 1/4 of the Northeast 1/4 Section 23, Township 21 South, Range 3 West, more particularly described as follows
Begin at the Southwest corner of Lot 5, Block 8, Green Valley 4th Sector, and run in an easterly direction along the south line of Lots 5 and 6, Block 8, for a distance of 305.63 feet; thence turn an angle to the right of 90 deg. 01' 30" and run in a southerly direction for a distance of 360.42 feet; thence turn an angle to the right of 91 deg. 21' 12" and run in a westerly direction for a distance of 472.62 feet to a point on the west line of the Southwest 1/4 of the Northeast 1/4, Section 23, Township 21 South, Range 3 West; thence turn an angle to the right 88 deg. 37' 18" and run in a Northerly direction along the west line of said 1/4 1/4 section for a distance of 371.73 feet, more or less, to the Southwest corner of Lot 10, Block 8, Green Valley 4th Sector; thence turn an angle to the right of 97 deg. 44' and run in a southeasterly direction along the south line of said Lot 10, Block 8, for a distance of 168.54 feet, more or less, to the to the point of beginning.

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STATE OF ALA. SHELBY CO.
I CERTIFY THAT
INSTRUMENT NO. 43271

1997 MAY 20 AM 11:13

Thomas C. Conley, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$	_____
2. Mig. Tax		<u>7.50</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>16.00</u>