

288 REAL ESTATE MORTGAGE

NAMES AND ADDRESSES OF ALL MORTGAGORS David W. Overton and wife Phyllis Rt. 1 Box 49-2 Vandiver, Al. 35176			MORTGAGEE: ST. CLAIR SERVICE CORPORATION ADDRESS: P.O. Box 970 Leeds, Al. 35094		
LOAN NUMBER	DATE	Date Finance Charge Begins To Accrue If Other Than Date of Transaction	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
86-86437-7	6-29-87		120	29th	7-29-87
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$ 188.87	\$ 188.87	6-29-97		\$ 22,664.40	\$ 12,164.74

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage
 The words "you" and "your" refer to lender.
 To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, each of the undersigned grants, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located in
 Alabama, County of Shelby

Begin at the Southeast corner of SE 1/4 of NW 1/4 of Section 14, Township 18 South, Range 1 East; thence run West along Quarter-Quarter Section line to Dykes Mill Road; thence run Northeast direction along Dykes Mill Road to East side of East Quarter-Quarter Section line of the SE 1/4 of the SW 1/4 of Section 11, Township 18 South, Range 1 East; thence Turn South Along Quarter-Quarter Section line to point of beginning.

BOOK 139 PAGE 291

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

1987 JUL -6 PM 3:39

Thomas A. Swanson, Jr.
 JUDGE OF PROBATE

1. Deed Tax \$ 1830
 2. Mtg Tax 250
 3. Recording Fee 100
 4. Indexing Fee 2180
 TOTAL 2180

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void.
 I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.
 If I default in paying any part of any instalment or if I default in any other way, all my obligations to you will become due, if you desire, without your advising me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing, I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.
 Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 29th day of June, 19 87.

Witness *[Signature]*
 Witness *[Signature]*

David W. Overton (Seal)
Phyllis Overton (Seal)

STATE OF ALABAMA
 COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David W. Overton and wife Phyllis, whose name(s) ~~is~~ are signed to the foregoing conveyance, and who ~~is~~ are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ~~he~~ they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of June, 19 87.

[Signature]
 Notary Public

This instrument was prepared by Christa Kendrick/St. Clair Service Corp.

RE1 *James E. Hill, Jr.*