

16.35

✓ Metro Title

EACH PERSON SIGNING NOTE SHOULD RECEIVE A COPY OF THIS MORTGAGE.

MORTGAGE DEED

State of Alabama }  
County of Shelby }

This instrument prepared by:  
Mary Franklin  
625 no 9th Avenue  
Bessemer, Al 35020

1911

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Ray Franklin Lewis and Betty Blazer Financial Services Beatrice Lewis (hereinafter called Mortgagor) is justly indebted to (hereinafter called Mortgagee) in the principal sum of Seven Thousand Two Hundred Twenty Nine and 97/100 (\$7229.97) DOLLARS, evidenced by one (1) promissory note of even date herewith,

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property, situated in Shelby County, State of Alabama, to wit:

Lot 11, according to the amended Map of Goldwire, as recorded in Map Book 5, Page 64, in the Probate Office of Shelby County, Alabama.

BOOK 191 PAGE 92

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 10.95  
3. Recording Fee 2.50  
4. Indexing Fee 1.00  
TOTAL 14.45

Mortgagor warrants that said property is free from all encumbrances and against all adverse claims.  
Mortgagor agrees to pay all taxes and assessments on the above property and not to commit waste.

Mortgagor and Mortgagee agree that upon default in the payment of any instalment of the principal sum of this mortgage or the interest thereon, then the whole principal sum, plus interest thereon and less any refunds or credits due Mortgagor, shall be immediately due and payable, and this mortgage may be foreclosed. Upon the happening of any such default in payment, Mortgagee is authorized by Mortgagor to sell the above property at public outcry, within the legal hours of sale, in front of the Courthouse door of said County, in lots or parcels, or en masse, to the highest bidder for cash, after giving twenty-one days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks in some newspaper published in said County, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding 15% of the unpaid debt; Second, to the payment of the indebtedness in full, whether or not fully matured by the date of sale, with interest thereon and less any refunds or credits due Mortgagor; and Third, the balance, if any, to be turned over to Mortgagor.

If Mortgagor pays said indebtedness, with interest thereon, and performs all the promises and agreements in this mortgage, then this conveyance shall be null and void.

IN WITNESS WHEREOF, the undersigned has(have) executed these presents on this 20th day of

June, 1988

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 JUN 23 AM 10:12

Ray Franklin Lewis (SEAL)  
Ray Franklin Lewis (SEAL)  
Betty Beatrice Lewis (SEAL)  
Betty Beatrice Lewis (SEAL)

STATE OF ALABAMA  
COUNTY OF Shelby

Hubert J. Elmore, Jr.  
JUDGE OF PROBATE

I, Hubert J. Elmore, Jr., a Notary Public in and for said County, in said State, hereby certify that Ray Franklin Lewis and Betty Beatrice Lewis whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20th day of June, 1988

Hubert J. Elmore, Jr.  
NOTARY PUBLIC