

ITT FINANCIAL SERVICES
5376 OPORTO AVE BIRMINGHAM, AL 35210

MORTGAGEE: (Name and Address)
35210

1261

ACCOUNT NO. 47576580
DATE 11/15/88

NAME AND ADDRESS OF MORTGAGORS
EUFEMA K WILLIAMS

280 FRAN DR

MONTEVILLO, AL 35115

30,446.71

AMOUNT FINANCED

82980.00

NOTE AMOUNT

MONTHLY PAYMENT SCHEDULE
1st PMT DUE ON 12/21/88
TERM IN MONTHS 180
LAST PMT DUE ON 11/21/03

FIRST PMT. AMOUNT 461.00
REGULAR PMT. AMT. 461.00
LAST PMT. AMOUNT 461.00

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by a promissory note of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said note when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same at maturity, the said Mortgagors, have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in SHELBY County and State of Alabama, to-wit:

LOT 5, BLOCK 8, GREEN VALLEY 4TH SECTOR AS RECORDED IN MAP BOOK 7, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA. ALSO THAT PART OF THE SW 1/4 OF THE NE 1/4 SECTION 23, TOWNSHIP 21 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SW CORNER OF LOT 5, BLOCK 8, GREEN VALLEY 4TH SECTOR AND RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF LOTS 5&6, BLOCK 8 FOR A DISTANCE OF 305.63 FEET; THENCE TURN AN ANGLE TO RIGHT OF 90 DEGREES 01 MINUTES 30 SECONDS AND RUN IN SOUTHERLY DIRECTION FOR A DISTANCE OF 360.42 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 91 DEGREES 21 MINUTES 12 SECONDS AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 472.62 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4, SECTION 23, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE TURN AN ANGLE TO THE RIGHT OF 88 DEGREES 37 MINUTES 18 SECONDS 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 SW CORNER OF LOT 10, BLOCK 8, (see reverse side for continuation)
warranted free from all incumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor of FLEET FINANCE (If none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 30 days' notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is situated, to sell the same, as a whole or in parcels, in front of the courthouse door, of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15% of the unpaid debt after default if the original principal amount of this loan is more than Three Hundred Dollars (\$300.00); and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor; and they further agree to pay a reasonable attorney's fee to said Mortgagee or its assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

WITNESS our hands and seals this 15TH day of NOVEMBER, 1988.
WITNESS: Jeffery C. Jones X Eufema K. Williams (SEAL)
WITNESS: Michael E. Felt X Mortgagor (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF JEFFERSON, TO WIT:
I, RHONA L OSBORNE, a Notary Public, hereby certify that EUFEMA K WILLIAMS

AN UNMARRIED WOMAN 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 15TH day of NOVEMBER, A.D. 1988.
Rhona L. Osborne Notary Public

My commission expires MY COMMISSION EXPIRES JANUARY 7, 1991
AL-1100 Rev. 8/85

Professional Title Services, Inc.
1603 21ST STREET SOUTH
BIRMINGHAM, ALABAMA 35205

Continued:

Green Valley 4th Sector; thence turn an angle to the right of 97 degrees 44 minutes 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 point of beginning.

THE DISTANCE OF 168.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BOOK 214 PAGE 466

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 NOV 18 PM 4:09

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax 46.75
3. Recording Fee 8.00
4. Indexing Fee 1.00
TOTAL 51.75

No.	
Real Property Mortgage	
From	To
<p>The State of Alabama, } County. }</p> <p>I hereby certify that the within Convey- ance was filed in office for record on the day of _____, 19__ and duly recorded in Vol. _____ page _____ Judge of Probate.</p> <p>The State of Alabama, } County. }</p> <p>I, _____, Judge of Probate of said County, hereby certify that the fol- lowing privilege tax has been paid on the within instrument as required by law, viz: \$ _____ Cts. _____ Judge of Probate.</p>	