

REAL ESTATE MORTGAGE

1573

FIRST NATIONAL LOANS, INC. - LENDER

3083 Pelham Parkway
Pelham, AL 35124

DATE OF NOTE AND THIS MORTGAGE	AMOUNT OF NOTE	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE
12-13-89	3061.00	1-25-90	12-25-92
NOTE PAYABLE IN	MONTHLY PAYMENTS (EXCEPT FINAL)	FINAL PAYMENT EQUAL IN ANY CASE TO UNPAID BALANCE OF NOTE	
36 MONTHLY PAYMENTS	85.03		

MORTGAGORS (NAMES AND ADDRESS):

Chuck L. Chism and wife, Rosa D. Chism
P. O. Box 175
Montevallo, AL 35115

This Real Estate Mortgage prepared by:

Robbie Roy

3083 Pelham Parkway

Pelham, AL 35124

STATE OF ALABAMA SHELBY COUNTY:

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 \$4000, 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: That part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 22, South, Range 3 West, as follows: Beginning at an iron stake on the East right of way of the Montevallo and Dogwood public road and run East a distance of 125 feet, thence North a distance of 100 feet, thence West a distance of 125 feet to the right of way of said public road, thence South a distance of 100 feet along the East right of way of said public road the the point of beginning. Said lot being a part of eight acres sold to Herbert Hawkins on the 28th day of May, 1946, by Mrs. Ollie Johnson and recorded in the Office of the Probate Judge of Shelby County, in Vol. 125, warranted free from all incumbrances and against any adverse claims.

(CONTINUED ON REVERSE)

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 13th day of

December 1989

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

Witness:

[Signature]

Witness:

[Signature]

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Chuck L. Chism and wife, Rosa D. Chism

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 the 13th day of December 19 89

[Signature]
Notary Public.

MY COMMISSION EXPIRES OCTOBER 6, 1990

Account No.

(CONTINUATION FROM FRONT)

Page 41, and later sold to Tennie Thomas on the 23rd day of September, 1953, by Herbert Hawkins and recorded in the Office of the Judge of Probate of Shelby County in Vo. 167, Record of Deeds, page 198.

ALSO:

Begin at the Southeast corner of Oscar Sykes lot in the town of Aldmont, Alabama, and run north 210 feet; thence East 105 feet; thence South 210 feet; thence West 105 feet along the North row of a certain street running East from the Montevallo and Dogwood public road located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 22, Range 3 West, containing $\frac{1}{4}$ acre, more or less.

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

89 DEC 22 AM 10:24

Thomas A. Shuler, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	4.65
2. Mig. Tax -----	\$	5.00
3. Recording Fee -----	\$	3.00
4. Notary Fee -----	\$	1.00
5. Int. Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	13.65

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