

Nexo

MORGTAGE DEED

## State of Alabama County of

Obis instructure in three by:

andy arlows

725 Forth Out Wa.

Sessemer, AL ESSI:

Mose 1. Copyellos 1. Life,

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned <u>locks 1. Copyellos 1. Life</u>,

(hereinafter called Mortgagor) is justly indebted to <u>lames sinomoial reviews, Tree</u>

(hereinafter called Mortgagee) in the principal sum of

Twenty-Five Thousand FiveHundred in the principal sum of 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  $\frac{She1by}{}$  County, State of Alabama, to wit:

Lot 56, Block 1, according to the Juryey of Cable of Valley Estates, Third dector, at recorder in an accordance of the Jurye will brobles of Shelby County, Alabama.

subject to existing essements, restrictions, set-upb limit , rights of way, limitations, if any, of record.

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.

Mortgager 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 an 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 day of hugust 19 70 (SEAL)

STATE OF ALA. SHELBY CO.

STATE OF ALA. SHELBY CO.

INSTRUMENT WAS FILED

OF OFFICE OF PROBATE

STATE OF ALABAMA JUDGL OF PROBATE

COUNTY OF JEESerson

ON WITNESS WHEREOF, the undersigned has(have) executed these presents on this day of the property of the probability of the probability

L. Bubert J. Chrore, Jr.

, a Notary Public in and for said County, in said State, hereby

certify that Jone' E. Gonzalez and with Torks T., charalet

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.

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