

REAL ESTATE MORTGAGE

MAIL TO :

2043

✓ FIRST NATIONAL LOANS, INC. - LENDER

616 RED LANE ROAD

BIRMINGHAM, AL. 35215

DATE OF THIS MORTGAGE	AMOUNT OF NOTE	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE
5-30-91	12,677.00	7-1-91	6-1-96
NOTE PAYABLE IN	MONTHLY PAYMENTS (EXCEPT FINAL)		FINAL PAYMENT EQUAL IN ANY CASE TO UNPAID BALANCE OF NOTE
60 MONTHLY PAYMENTS	\$ 211.28		
MORTGAGOR (NAME AND ADDRESS):			
<input type="checkbox"/> Jeannette Cole and husband, Donald Cole 110 Highway 26 Chelsea, AL. 35043			

This Real Estate Mortgage prepared by:

Lisa Canup

616 Red Lane Road

Birmingham, AL. 35215

STATE OF ALABAMA, Jefferson 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 \$2,677 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:

THIS IS A PURCHASE MONEY MORTGAGE

PRINCIPAL AMOUNT OF THIS MORTGAGE IS \$6562.00

SEE REVERSE SIDE OF MORTGAGE FOR LEGAL DESCRIPTION

warranted free from all incumbrances and against any adverse claims.

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 21st day of

May 91

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

Witness: [Signature]

Witness: [Signature]

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Jeannette Cole and husband, Donald

Cole

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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st day of May, 19 91

Angie D. Beathem
Notary Public.

MY COMMISSION EXPIRES AUG 21 1991

BOOK 345 PAGE 81

Account No.

(CONTINUED FROM FRONT SIDE)

Commence at the NW corner of the NE 1/4 of SE 1/4 of Section 5, Township 20, Range 1 West; thence run South along the West boundary of said Quarter-Quarter Section 366 feet; thence turn an angle of 89 degrees left and run thence Easterly 690 feet to point of beginning; thence continue Easterly in the same direction 210 feet; thence turn an angle of 89 degrees to the right and run thence Southerly 350 feet; thence turn an angle to the right of 91 degrees and run thence Westerly 210 feet; thence turn an angle to the right of 89 degrees and run thence Northerly 350 feet to point of beginning.

ALSO, Commence at the NW corner of the NE 1/4 of SE 1/4 of Section 5, Township 20, Range 1 West; thence run South along the West boundary of said Quarter-Quarter Section 366 feet; thence turn an angle of 89 degrees left and run thence Easterly 690 feet; thence continue Easterly in the same direction 210 feet; thence turn an angle of 89 degrees to the right and run thence Southerly 350 feet to point of beginning; thence continue Southerly in the same direction 414 feet to the North boundary of the Chelsea-Simsville Road; thence turn an angle of 138 degrees 30 minutes to the right and run Northwesterly along the North boundary of said road 200 feet; thence turn an angle of 11 degrees to the left and continue along the North boundary of said road a distance of 92 feet; thence turn an angle of 53 degrees 30 minutes to the right and run thence Northerly 208 feet; thence turn an angle of 91 degrees to the right and run thence Easterly 210 feet to point of beginning.

SUBJECT TO THE RESERVATION CONTAINED IN REAL BOOK 293, Page 90, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

One acre of land in the NE 1/4 of the SE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama described as follows: Commence at the Northeast corner of said Section 5, thence run South along the East section line 3357.53 feet; thence turn right 91 degrees 26 minutes 06 seconds and run West 520.23 feet to the point of beginning; thence continue last course 124.64 feet to a point in the center of a gravel drive, thence run southerly along the center of said drive the following courses and distances; turn left 102 degrees 57 minutes 15 seconds a distance of 23.56 feet; turn right 08 degrees 09 minutes 07 seconds a distance of 59.91 feet; turn right 14 degrees 31 minutes 57 seconds a distance of 133.53 feet, turn left 29 degrees 41 minutes 49 seconds a distance of 103.03 feet to a point on the northeast right of way of Shelby County Highway #36; then turn left 22 degrees 16 minutes 57 seconds and run southeast along said right of way 151.30 feet, then turn left 137 degrees 45 minutes 03 seconds and run north 423.10 feet to the point of beginning. The East 10 feet of the above described property is reserved for an easement (the east line being the center of a 20 foot easement.)

1. Dead Tax ———— 7.90
2. ———— 5.88
3. ———— 3.80
4. ————
5. ————
6. ———— 1.00
Total ———— 18.90

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

91 MAY 30 PM 12:01

Thomas H. [Signature]
JUDGE OF PROBATE