

1634

ACCOUNT # 05617336

BRANCH Bham 1 Ala 043

This instrument was prepared by Nichole R. Addington

(Name) City Finance Co of Ala Inc

(Address) Bham, Ala 35209

REAL ESTATE MORTGAGE

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas, _____

COUNTY OF Shelby

DON MARSHALL SMITH SR AND WIFE JOYCE GAIL SMITH

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to CITY FINANCE COMPANY OF ALABAMA, INC., (hereinafter called "Mortgagee", whether one or more), in the principal sum of One thousand seven hundred fifty-nine & 62/100 Dollars (\$ 1,759.62), evidenced by a certain promissory note of even date, with a scheduled maturity date of 02/01/94

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

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Commence at the NE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 22 South, Range 1 West and run thence West along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 867.5 feet; thence turn 92 deg. 28' to the left and run 493.4 feet South to a point on the tangent of a road known as "Gould Road"; thence turn 53 deg. 52' to the left and run along the tangent of said Gould Road 116.5 feet Southeasterly to a point; thence turn 17 deg. 38' to the right and run along the tangent of said Gould Road 165.5 feet Southeasterly to a point; thence turn 41 deg. 29 min. to the left and run along the tangent of said Gould Road 78.5 feet Easterly to a point; thence turn an angle 31 deg. 40 min. to the left and run along the tangent of said Gould Road 302.6 feet to the point of beginning of the parcel herein described; thence continue along the same course along the tangent of said Gould Road a distance of 122.1 feet; thence turn 43 deg. 03 min. to the right and run along the tangent of said Gould Road 103.3 feet Southeasterly to a point; thence turn 35 Deg. 14min. to the right and run along the tangent of said Gould Road 207.1 feet to a point on the East boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence turn 149 deg. 12' to the left and run 752.9 feet North along the East boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section to the Northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence run West along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section 315.3 feet to a point; thence run South to the point of beginning, subject to easements and restrictions of record.

The grantors warrant that William Lovies Smith, who formerly owned an undivided interest in and to the above described parcel, died intestate on March 4, 1985, leaving as his surviving widow, the grantor, Nellie Mae Smith; the grantors further warrant that the grantors, Don Marshall Smith, Billy Ray Smith, William L. Smith, Jr., Alvin Smith, Dan Thomas Smith, Linda Nell Gothard and Debra Smith are children of said William Lovies Smith, and that said William Lovies Smith is not survived by any other children or descendants of deceased children; the grantors further warrant that all of the debts of said William Lovies Smith and of his estate have been paid in full.

Being all or a portion of the real estate conveyed to Mortgagors by _____ by a William Lovies Deed dated _____, 19____, and recorded in the _____

Office of _____ County, Alabama, in _____

Said premises is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagors agree to the extent not prohibited by law, to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with Mortgagor, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and promptly deliver said policies, or renewal of said policies to said Mortgagee; and if undersigned fail to keep said premises insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said premises for said sum, for Mortgagee's own benefit, the policy if collected, be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and to the extent not prohibited by law bear interest at the lawful rate from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagors direct any Insurer to pay holder directly to the extent of holder's interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if said Mortgagors pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said premises become endangered by reason of the enforcement of any lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three successive weeks, the time, place, and terms of sale, together with a description of the premises, by publication in some newspaper published in the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County or Counties, (or the division thereof) where said premises is located, 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 reasonable attorney's fees as permitted by law and provided for herein; Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, assessments, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness 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 the sale; Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said premises, if the highest bidder therefor; and the undersigned further agree where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Mortgagors hereby waive as to the indebtedness secured hereby and to any renewals and extensions thereof, all rights of exemption, including homestead, under the Constitution and laws of Alabama and of any other state as to the premises, and all statutory provisions and requirements for the benefit of Mortgagors now or hereafter in force (to the extent the same may be lawfully waived).

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned **Don Marshall Smith Sr and wife Joyce Gail Smith** and seal, this **16th** day of **January**, 19**92** have hereunto set **s** their signature **s**

[CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.]

Signature: *Don Marshall Smith Sr*
 Type Name Here: **Don Marshall Smith Sr**
 Signature: *Joyce Gail Smith*
 Type Name Here: **Joyce Gail Smith**

Important
 Signature must be the same as the name typed on the face of this instrument and below the signature lines.

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THE STATE of **ALABAMA**
JEFFERSON COUNTY

I, **Lisa M McDoanld**, a Notary Public in and for said County, in said State, hereby certify that **Don Marshall Smith Sr and wife Joyce Gail Smith** 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 official seal this 16th day of January, 1992
 My commission expires: MY COMMISSION EXPIRES OCTOBER 24, 1994
Lisa M McDoanld Notary Public

THE STATE of _____ COUNTY _____, a Notary Public in and for said County, in said State,

hereby certify that _____, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me, on this day that, being informed of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 19____
 My commission expires: _____ Notary Public

1. Deed Tax	\$	
2. Mig. Tax	\$	2.70
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	11.70

FROM
Don Marshall Smith Sr
 wife **Joyce Gail Smith**
 TO
FINANCE CO OF AL INC.

MORTGAGE DEED

92 JAN 29 PM 12: 15
 JUDGE OF PROBATE

PLEASE RETURN THIS DOCUMENT TO:
FINANCE COMPANY OF ALABAMA, INC.
PALISADES BLVD
 Address or Post Office Box
HAM, AL 35209
 State and Zip Code