

REAL ESTATE MORTGAGE

STATE OF ALABAMA, County of Jefferson

This Mortgage made and entered into on this the 10th day of March, 19 94, by and between the undersigned, Johnny H. Harris Jr. and his wife, Sarah E. Harris, hereinafter called Mortgagors, and Associates Financial Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation";

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of Fifty Thousand Seventy-six Dollars and Forty-five Cents ***** Dollars (\$ 50076.45), together with interest at the rate provided in the loan agreement of even date herewith which is secured by this Mortgage.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described loan agreement and the payment and performance of all the covenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that property situated in the County of Shelby State of Alabama, described as follows, to wit:

BEGIN AT AN OLD IRON PIN AT THE NW CORNER OF PELHAM MONCRIEF PROPERTY FOR A POINT OF BEGINNING, THENCE RUN SOUTH 57 DEG. 00 MIN. E. ALONG AN OLD FENCE LINE A DISTANCE OF 100.0 FEET TO A POINT ON THE WESTERLY BOUNDARY OF JOHN ARRINGTON PROPERTY; THENCE TURN 109 DEG. 01 MIN. TO THE LEFT AND RUN N. 13 DEG. 59 MIN. E. ALONG SAID ARRINGTON BOUNDARY A DISTANCE OF 198.84 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF 5TH AVENUE; THENCE TURN 131 DEG. 20 MIN. TO THE LEFT AND RUN S. 62 DEG. 39 MIN. W. AND ALONG SAID 5TH AVENUE A DISTANCE OF 90.0 FEET TO A POINT ON THE WEST SIDE OF A DITCH; THENCE TURN 34 DEG. 29 MIN. 55 SEC. TO THE LEFT AND RUN S. 28 DEG. 09 MIN. 05 SEC. W. AND ALONG THE EASTERLY LINE OF THE JIMMIE L. ALLEN PROPERTY A DISTANCE OF 110.17 FEET TO THE POINT OF BEGINNING, SAID PROPERTY SITUATED IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 3 WEST. ADDRESS: 284 5TH AVE SE. TAX MAP OR PARCEL ID NO. 23-1-01-2-003-021.001.

Inst # 1994-08241
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TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except NONE.

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

Johnny H. Harris Jr. (SEAL)
Johnny H. Harris Jr.
Sarah E. Harris (SEAL)
Sarah E. Harris

STATE OF ALABAMA }

County of Jefferson

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

Johnny H. Harris Jr. and his wife Sarah E. Harris

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed on the contents of the conveyance, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 11th day of March, 19 94.

My commission expires 6-23-94 Letta McNeely
Notary Public

STATE OF ALABAMA }

County of _____

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

_____, whose name as _____ of the

_____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the 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 _____

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