

EACH PERSON SIGNING NOTE SHOULD RECEIVE A COPY OF THIS MORTGAGE.

MORTGAGE DEED

State of Alabama

County of

Gerald G. Harrell, Jr. and wife,

Myra D. Harrell

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned
(hereinafter called Mortgagor) is justly indebted to

Blazer Financial Services, Inc.

(hereinafter called Mortgagee) in the principal sum of

Six thousand seven hundred thirty two

DOLLARS,

evidenced by one (1) promissory note of even date herewith, with a scheduled maturity date of February 10, 1995

(\$6732.00)

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 Shelby County, State of Alabama, to wit:

Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 22 South, Range 2 West, Shelby County, Alabama and run in a Northerly direction along the East line of said Quarter-Quarter (as found), a distance of 701.60 feet to a 1" open top iron, found by a fence corner; thence turn an angle of 92 degrees 14 minutes 54 seconds to the left and run in a Westerly direction a distance of 558.99 feet to the point of beginning; thence continue along the last described course a distance of 423.11 feet to a point on the Easterly right of way line of Interstate Highway No. 65; thence turn an angle of 106 degrees 12 minutes 07 seconds to the left and run in a Southeasterly direction along said right of way line a distance of 210.00 feet to a point; thence turn an angle of 73 degrees 47 minutes 53 seconds to the left and run in an Easterly direction a distance of 319.11 feet to a point; thence turn an angle of 106 degrees 12 minutes 07 seconds to the left and run in a Northwesterly direction a distance of 106.00 feet to a point; thence turn an angle of 106 degrees 12 minutes 07 seconds to the right and run in an Easterly direction a distance of 104.00 feet to a point; thence turn an angle of 106 degrees 12 minutes 07 seconds to the left and run in a Northwesterly direction a distance of 104.00 feet to the point of beginning. According to survey of Joseph E. Conn, RLS #9049, dated December 10, 1987. Situated in Shelby County, Alabama.

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.

Mortgagor 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 en 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.

Mortgagor hereby waives all rights of exemption, including homestead, under the Constitution and laws of Alabama and of any other state as to the above property, and all statutory provisions and requirements for the benefit of Mortgagor now or hereafter in force (to the extent the same may be lawfully waived).

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 6th day of

February, 1995

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THE CONTRACT BEFORE YOU SIGN IT.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

02/10/1995-03687
08:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.70

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

STATE OF ALABAMA

COUNTY OF Jefferson

I, Ronald E. Chatham

certify that Gerald G. Harrell, Jr. and wife, Myra D. Harrell

whose name s 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.

Given under my hand and official seal, this 6th day of February, 1995

NOTARY PUBLIC
My Commission Expires 10-10-97