

ACCOUNT # 5689798

BRANCH Bham #1 A1 043

This instrument was prepared by

(Name) Linda Smith c/o City Finance Co of Al Inc 306 Palisades Blvd. Bham., Al.

(Address) 306 Palisades Blvd. Birmingham, Al. 35209

REAL ESTATE MORTGAGE

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas, _____

COUNTY OF Shelby

Gordon W. Carroll and Linda C. Carroll

(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 Twenty Eight Thousand, Five Hundred, Fifty Six and 08/100 Dollars (\$ 28,556.08), evidenced by a certain promissory note of even date, with a scheduled maturity date of November 1, 2005.

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:

Lot 5 in Block 5 of Oak Mountain Estates, Second Sector, according to Map Book 5, Page 76 in the Probate Office of Shelby County, Alabama.

Inst # 1995-31298

10/31/1995-31298
12:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 53.90

Being all or a portion of the real estate conveyed to Mortgagors by Jimmie Martin Tucker & Dorothy G. Tucker by a Warranty Deed dated 2/22/ 19 74 and recorded in the Probate Office of Shelby County, Alabama, in Book 285 Page 571

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

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 loss, 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, to 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 **Gordon W. Carroll and Linda C. Carroll**

have hereunto set their signature S and seal, this 27th day of October, 1995

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

Signature: Gordon W. Carroll
Type Name Here: **Gordon W. CARROLL**
Signature: Linda C. Carroll
Type Name Here: **Linda C. Carroll**

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

THE STATE of **Alabama**
Jefferson COUNTY

I, **Linda Smith**, a Notary Public in and for said County, in said State, hereby certify that **Gordon W. Carroll and wife Linda C. Carroll** whose name **they** 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 **27th** day of **October**, 19 **95**
My commission expires: **MY COMMISSION EXPIRES JULY 14, 1999** **Linda L. Smith** Notary Public

THE STATE of _____
COUNTY _____

I, _____, 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

FROM
GORDON WAYNE AND LINDA C. CARROLL
516 OVERHILL DR.
PELHAM, AL 35124
TO
CITY FINANCE CO OF AL INC

MORTGAGE DEED

Inst # **1995-31298**

10/31/1995-31298
12:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 53.90

AFTER FILING, RETURN THIS DOCUMENT TO
CITY FINANCE COMPANY OF ALABAMA, INC.

306 PALISADES BLVD
Street Address or Post Office Box
BHAM, AL 35209
City, State and Zip Code