

MORTGAGE DEED

State of Alabama }
County of Shelby }

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Michael A. and Jennifer W. Sapp (hereinafter called Mortgagor) is justly indebted to Blazer Financial Services, Inc.

(hereinafter called Mortgagee) in the principal sum of Twenty five thousand five hundred eighty two and 10/100----- DOLLARS, evidenced by one (1) promissory note of even date herewith, with a scheduled maturity date of 7/19/12

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:

Lot 57, according to the Survey of Dearing Downs, 1st Addition, as recorded in Map Book 6, Page 141, in the Probate Office of Shelby County, Alabama.

Subject to:

- 1. 35 foot building set back line from Whirlaway Circle.
- 2. 10 foot utility easement over North (rear) side of lot as shown on map.

07/17/1997-22444
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 46.90

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 15th day of

July 19 97

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

IMPORTANT
Signature must be the same as the name typed on the face of this Mortgage Deed and on the signature lines at the right.

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF ALABAMA }
COUNTY OF }

Lara L. Hill, a Notary Public in and for said County, in said State, hereby certify that Michael A. and Jennifer W. Sapp

whose name have 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 15th day of July 1997

Lara L. Hill
NOTARY PUBLIC

Inst # 1997-22444