

ACCOUNT # 673150  
BRANCH Clanton, Al. 036

Inst # 1999-18013  
04/30/1999-18013  
08:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HWS 82.63

This instrument was prepared by

(Name) Judy Herron  
(Address) 1217 7th St. So.  
Clanton, Al. 35045

## REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Robert F. Wilson and wife Debra Wilson

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to City Finance Co., Inc.  
(hereinafter called "Mortgagee", whether one or more), in the principal sum of Forty six thousand seventy eight dollars & 40/100--  
Dollars (\$ 46,078.40), evidenced by a certain promissory note of even date, with a scheduled maturity date  
of May 4th, 2009.

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:

see attached description

Being all or a portion of the real estate conveyed to Mortgagors by Lena M. Wilson  
by a warranty Deed dated 11/18, 19 87, and recorded in the Judge of Probate  
Office of Shelby County, Alabama, in Book 161 Page 333

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

NONE

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.

Robert F. Wilson and wife Debra Wilson

IN WITNESS WHEREOF the undersigned \_\_\_\_\_ their \_\_\_\_\_ signature \_\_\_\_\_ and seal, have hereunto set this 29th day of April, 19 99.

**[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 instrument and below the signature lines.

Signature: \_\_\_\_\_

Type Name Here: Robert F. Wilson

Signature: \_\_\_\_\_

Type Name Here: Debra Wilson

THE STATE OF ALABAMA

COUNTY CHILTON

Judy Herron

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Robert F. + Debra Wilson whose name \_\_\_\_\_ 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 29th day of April, 19 99. \_\_\_\_\_ Notary Public

My commissions expires: \_\_\_\_\_

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 \_\_\_\_\_ Notary Public



Robert F. Wilson and wife Debra Wilson

The following described real estate, situated in Shelby County, Alabama, to-wit:

Parcels of land situated in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 5, Township 21 South, Range 1 East, more particularly described as follows: Commence at the NW corner of the above said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, and run South along the West line thereof a distance of 525 feet to the SW corner of the J. R. Wheeler lot, and being the point of beginning of the lot herein described and conveyed; thence continue in the same direction along said West line a distance of 310 feet to the NW corner of the Herman Wheeler property; thence run North 87 deg. East along the North boundary of said Herman Wheeler lot and along the North boundary of the Howard lot a distance of 420 feet to a point; thence along the North a distance of 310 feet to the SE corner of said J. R. Wheeler lot; thence run West along South boundary of said J. R. Wheeler lot to the point of beginning.

ALSO, commence at the NW corner of the above said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, and run South along the West line thereof a distance of 1045 feet to the SW corner of the Herman Wheeler lot, and being the point of beginning of the lot herein described; thence continue in the same direction along said West line a distance of 275 feet, more or less, to the SW corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence run East along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence run East along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 210 feet to the SW corner of the Howard property; thence run North along the West line of said Howard property a distance of 275 feet to the NW corner of said Howard property; thence run West along the South boundary of the Herman Wheeler property a distance of 210 feet to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE SAID PROPERTY that certain right-of-way described in deed recorded in Probate Office of Shelby County, Alabama in Deed Book 260, Page 612. ALSO, Subject to rights, if any, created by document recorded in said Probate Office in Deed Book 298, page 159.

LESS AND EXCEPT and out-conveyance to Ollie Ray Howard and Marlynn Howard herein by Deed recorded 4/12/78 in Book 311 at page 451, and described as follows:

Commence at the NW corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 5, Township 21 South, Range 1 East, and run South along the West line thereof a distance of 1045 feet to the SW corner of the Herman Wheeler lot, and being the point of beginning of the lot herein described; thence continue in the same direction along said West line a distance of 275 feet, more or less, to the SW corner of said Quarter Quarter Section; thence run East along the south line of said Quarter Quarter Section a distance of 210 feet to the SW corner of the Howard Property; thence run North along the West line of said Howard property a distance of 275 feet to the NW corner of said Howard property; thence run west along the South boundary of the Herman Wheeler property a distance of 210 feet to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE SAID PROPERTY that certain right of way described in deed recorded in Probate Office of Shelby County, Alabama, in Deed Book 260, page 612. Also, SUBJECT TO rights, if any, created by document recorded in said Probate Office in Deed Book 298, page 159.

Saving and Excepting an out-conveyance

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