

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 3608.48

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, DAVID RAY HAYES, A SINGLE MAN Mortgagors are indebted on, their promissory note of even date, in the Amount Financed stated above, payable to the order of Sylacauga Finance Inc. Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly installments and according to the terms thereof payment may be made in advance in any amount at any time and default in paying any installment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing a refinancing of any unpaid balance of the Note above described, or renewal thereof, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in SHELBY County, State of Alabama, to wit:

EXHIBIT "A"

Inst # 2000-15734

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SHELBY COUNTY JUDGE OF PROBATE
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warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every installment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any installment thereof when due, or if any covenant herein is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 10 day of MAY, XX 2000.

Witness: Heath Webb David Ray Hayes (L.S.) TH
Witness: _____
(If married, both husband and wife must sign.)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that DAVID RAY HAYES, A
SINGLE MAN

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, XX he X executed the same voluntarily on the day the same bears date

Given under my hand and official seal, this the 10 day of MAY, XX 2000
Charley A. Camp
Notary Public

This instrument was prepared by: STACEY MCGRADY SYLACAUGA FINANCE, INC.
1369 WEST FORT WILLIAMS SQUARE
SYLACAUGA, AL. 35150

DAVID RAY HAYES
P.O. BOX 88
VANDIVER, ALABAMA 35476

EXHIBIT " A "

A PARCEL OF LAND SITUATED IN THE NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 20, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION AND RUN WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210 FEET; THENCE RUN SOUTH, PARALLEL WITH THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAME COURSE, PARALLEL WITH SAID EAST BOUNDARY A DISTANCE OF 420 FEET TO A POINT; THENCE RUN WEST, PARALLEL WITH THE NORTH BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION A DISTANCE OF 210 FEET TO A POINT; THENCE RUN NORTH, PARALLEL WITH THE EAST BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION A DISTANCE OF 420 FEET; THENCE RUN EAST A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING.

ALSO

AN EASEMENT 30 FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGIN AT A POINT 15 FEET SOUTH OF THE NW CORNER OF THE PROPERTY HEREIN ABOVE CONVEYED AND RUN THENCE WESTERLY 15 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN NORTHERLY PARALLEL WITH THE EASTERN BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION TO A POINT WHERE THE SAME INTERSECTS THE CENTERLINE OF THE EXISTING DIRT GRAVEL ROAD AND THENCE NORTHERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF SAID GRAVEL ROAD A POINT ON THE NORTHERN BOUNDARY OF SAID NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 35 TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

David Ray Hayes
DAVID RAY HAYES

Walter West
WITNESS

~~Charley A. Camp~~
NOTARY PUBLIC

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MY COMMISSION EXPIRES 4-12-2004

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