

ACCOUNT # 00738632

BRANCH Hoover Al 001

This instrument was prepared by

(Name) Gregg A. Fuller

(Address) 1678-D Montgomery Hwy.

Hoover, Al 35216

Inst # 2001-31422  
07/27/2001-31422  
12:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MSB 28.85

## REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Danny P.Rary and  
Carron C.Rary, husband and wife

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Washington Mutual Finance

(hereinafter called "Mortgagee", whether one or more), in the principal sum of Seven thousand eight hundred ninety nine  
Dollars (\$ 7,899.95), evidenced by a certain promissory note of even date, with a scheduled maturity date  
of August 1st, 2006. 95/100

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 exhibit A

Being all or a portion of the real estate conveyed to Mortgagors by  
by a Deed dated , 19 , and recorded in the  
Office of County, Alabama, in

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

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 Danny P. Rary and Carron C. Rary, husband and wife  
have hereunto set their signature \_\_\_\_\_ and seal,  
this 23 day of July 2001

[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: Danny P. Rary  
Type Name Here: Danny P. Rary  
Signature: Carron C. Rary  
Type Name Here: Carron C. Rary

THE STATE OF

COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_ whose name \_\_\_\_\_ signed to the foregoing conveyance, and who  
\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My commissions expires: \_\_\_\_\_ Notary Public

THE STATE OF

COUNTY

I, Charlotte Atkins, 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 commissions expires: June 10th 2002 Charlotte L. Atkins Notary Public

**EXHIBIT A**

Re: Rary

Shelby County

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 33, Township 20 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of the Northwest Quarter of the Northeast Quarter, Section 33, Township 20 South, Range 2 East; thence run West along the north boundary line of said quarter-quarter section for 460.78 feet; thence turn an angle of 84 degrees 54 minutes 32 seconds left and run a distance of 883.98 feet to the point of beginning; thence continue along last said course for a distance of 400.00 feet; thence turn an angle of 90 degrees 00 minutes right and run a distance of 497.46 feet to the center line of a dirt road; thence turn an angle of 70 degrees 40 minutes 04 seconds right and run a distance of 297.0 feet along said road; thence turn an angle of 17 degrees 18 minutes 58 seconds right and run a distance of 119.81 feet along said road; thence turn an angle of 92 degrees 00 minutes 58 seconds right and run a distance of 600.00 feet to the point of beginning. Situated in Shelby County, Alabama.

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