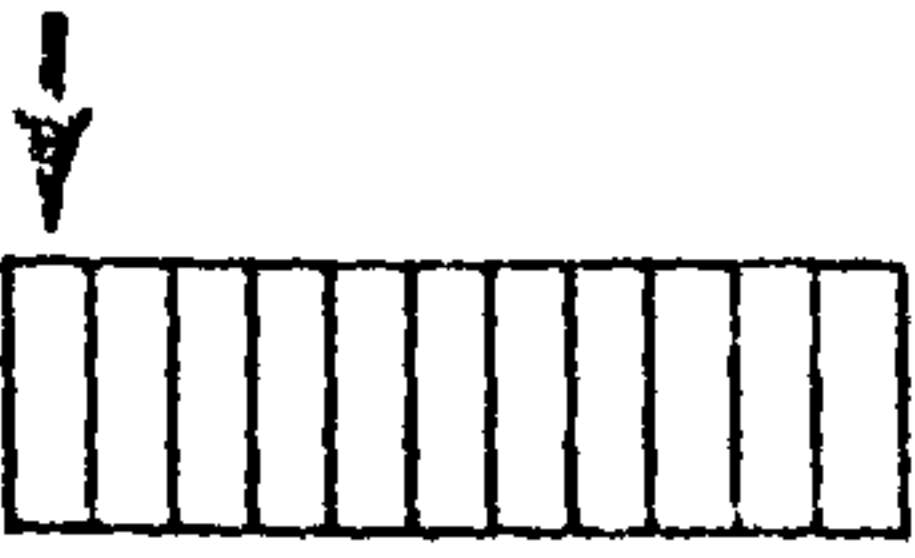


132 60



- To Complete  
Real Estate Set  
Enter  
1. Terminal Address  
2. Operator Identification  
3. Transaction Code  
4. Account Number

633

This instrument was prepared by  
(Name) P A SMITH  
(Address) 11 W OKMOOR RD BIRMINGHAM, ALA  
Mortgagee 35259  
FORD MOTOR CREDIT COMPANY

REAL ESTATE MORTGAGE

11 W OKMOOR RD BIRMINGHAM, ALA  
NUMBER AND STREET CITY

ACCOUNT NO <u>41001-9</u>	NO DUE DATE <u>26</u>	PREVIOUS ACCOUNT NO <u>344416</u>	DELINQUENCY CHARGE <u>18.25</u>	SECURITY <u>HS RE TRG 4</u>	SOURCE <u>RENEWAL</u>	LOAN DATE <u>2-15-81</u>	
NAME: BORROWER(S) <u>LEONARD JOHNSON (a divorced man)</u>				* FINANCE CHARGE <u>\$ 25420.11</u>		OFFICIAL FEE <u>\$ 37.15</u>	TOTAL OF PAYMENTS <u>\$ 43500.00</u>
RT 1 BOX 17 <u>CHELSEA ALA 35043</u>				CASH ADVANCE <u>\$ 13206.74</u>	PHYSICAL DAMAGE INSURANCE PREMIUM <u>\$ NONE</u>	CREDIT LIFE <u>\$ NONE</u>	AMOUNT FINANCED <u>\$ 28379.89</u>
PERCENTAGE RATE <u>20.73 %</u>				NOTE IS PAYABLE IN MONTHLY PAYMENTS OF \$ <u>165.00</u> 119 <u>365.00</u>		FIRST PAYMENT DUE <u>2-26-81</u>	FINAL PAYMENT DUE <u>2-25-91</u>
FIRE INSURANCE PREMIUM <u>\$ 136.00</u>							

KNOW ALL MEN BY THESE PRESENTS: That whereas, Mortgagors (whether one or more) identified above are justly indebted to Mortgagee identified above in the amount of the Total of Payments set forth above evidenced by a promissory note bearing even date herewith, 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 \_\_\_\_\_ County, State of Alabama, to-wit:

Part of the S.W. 1/4 of the S.W. 1/4 of Section 26, township 19, South, Range 1 West. Being more particularly described as; Begin at the S.W. corner of the S.E. 1/4 of the S.W. 1/4 of Section 26, township 19 South, Range 1 West and run in an easterly direction along the south line of said section for a distance of 1924.82 ft. to the point of beginning. thence turn an angle to the left of 100 deg. 31 min. and run in a northerly direction for a distance of 153.92 ft.; thence turn an angle to the right of 94 deg. 16 min. 15 sec. and run in an easterly direction for a distance of 194.20 ft. thence turn an angle to the right of 93 deg. 23 min. 20 sec. and run in a southerly direction for a distance of 172.37 ft. to a point together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the mortgaged premises, and all the rents, issues, income and profits thereof free from any liens and encumbrances except \_\_\_\_\_

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments, when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damaged 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 to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property 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 property 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 bear interest from date of payment by said Mortgagee, or assigns at the highest lawful contract rate and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses 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 or sums due under that certain Promissary Note bearing even date herewith, or 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 property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at the option of the Mortgagee become due and payable, and this mortgage 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 consecutive weeks, the time, place and terms of sales, by publication in some newspaper published in said County and State, sell the same 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 division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns for the same.



Ford Motor Credit Company  
Consumer Loan Financing

11 West Oxmoor Road  
Homewood, Alabama 35209

ADDITIONAL REAL ESTATE DESCRIPTION

on the southside of said section 26, thence turn an angle to the right of  
92 deg. 38 min. and run in a westerly direction along the south line of said  
section for a distance of 176.44 ft. more or less to the point of beginning.  
Said tract contains .6966 acres more or less.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1981 FEB 20 AM 8:31

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

Att. TAX	27.60
Sec	3.00
Inst	1.00
	<u>31.60</u>

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