

REAL ESTATE MORTGAGE

Mortgagee
FORD MOTOR CREDIT COMPANY

372

11 W Oxmoor Rd Suite 517 Bham., AL. 35209
NUMBER AND STREET CITY

Name of Borrower(s)-(Mortgagor(s))
Gary Butler and wife Beverly Butler
980 Ryecroft Rd
Pelham, Al. 35124

Loan Date: 11-1-88

KNOW ALL MEN BY THESE PRESENTS: That whereas, Mortgagors (whether one or more) identified above are justly indebted to Mortgagee as evidenced by a Revolving Loan Agreement ("Agreement") in the maximum principal amount of \$ 6000.00, bearing even date herewith, and whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the payment and performance of all obligations under that certain Agreement, and any and all extensions, renewals, modifications, or amendments thereof and any and all increases of the Credit Limit stated therein, including without limitation the obligation to repay any future advances.

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:

Lot 77, in Block 1, according to the Survey of Cahaba Valley Estates, Third Sector, as recorded in Map Book 5, page 107, in the Office of the Judge of Probate of Shelby County, Alabama.

Also known as: 980 Ryecroft Road Pelham, Al. 35124

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 Am South Mortgage

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 damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, by 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 (including advances hereafter made), 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 the Agreement 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 encumbrance 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 of 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 and 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 judicial foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals, this 1st day of NOV 19 88.

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

88 NOV -4 AM 10:18

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

MORTGAGOR: Gary Butler (SEAL)

MORTGAGOR: Beverly Butler (SEAL)

MORTGAGOR: (SEAL)

MORTGAGOR: (SEAL)

THE STATE OF ALABAMA

Jefferson COUNTY

I, Walter L. Kelly, a Notary Public in and for said County, in said State, hereby certify that Gary & Beverly Butler 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of November A.D. 19 88

RELEASE

Walter L. Kelly
Notary Public.
sep 10/2/92

(CITY)

(COUNTY)

Alabama

(DATE)

19

The conditions of this mortgage have been complied with and the same is hereby satisfied and discharged.

Ford Motor Credit Company

(MANAGER)

Professional