19801125000134580 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/25/1980 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) Kay Vann 868

(Address) Post Office Box 1863 Birmingham, Alabama 35201

MORTGAGE-

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas Warren Smith and wife Barbara J. Smith

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

FNBC ACCEPTANCE CORPORATION

(hereinafter called "Mortgagee", whether one or more), in the sum of Two Thousand, Eight Hundred, Ten dollars and 00/100---------- Dollars ($ 2,810.00), evidenced by a promissory note of even date herewith executed by Mortgagors to the order of Mortgagee, together with interest as provided in said note.

GSS (10-30-81) BOOK 407 PAGE 883

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,

Thomas Warren Smith and wife Barbara J. Smith

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:

Beginning at a point on the line between the above named R. M. Bean, and H. F. Moody, on the west side of a neighborhood road leading from the highway known as the Montgomery and Montevallo road to the D. H. Mitchell place, running along said neighborhood road south 210 feet; thence in a southwesterly direction 215 feet; thence north to said line between R. M. Bean and H. F. Moody 210 feet; thence east 215 feet to the point of beginning. Being in Section 12, Township 24, Range 12 East, containing one acre, more or less, being the same property as described in Deed Book 149, page 9, in the Probate Office of Shelby County, Alabama.

Release Misc Book 42 page

See

FNBC

Acceptance Corporation

2119 6th Avenue North
Post Office Box 1863
Birmingham, Alabama 35201

Subject to that certain mortgage executed by _____

_____

_____ to _____ recorded in _____ Vol. _____

Page _____, in the Office of the Judge of Probate of _____ County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

_____ _____ _____

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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, 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, 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 Mortgagees 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 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 once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortages, 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 sale, 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 the 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 not exceeding 15% of the unpaid indebtedness as of the time of default; 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 Mortagor 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 foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

In the event of default in the terms of a prior mortgage, Mortgagee or its assignee may make the delinquent mortgage payments and future payments as they fall due and the amounts so paid shall constitute a part of the debt secured by this mortgage. Future advances made by Mortgagee to Mortgagor shall also constitute a part of the debt secured by this mortgage. This mortgage cannot be transferred or assumed without prior approval of the mortgagee.

BOOK 407 PAGE 884

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands and seals, this 12 day of Nov., 19 80.

Thomas Warren Smith (SEAL)

Barbara J. Smith (SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama

COUNTY Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas Warren Smith and wife Barbara J. Smith whose names 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of Nov., 1980

Notary Public.

My Commission Expires March 20, 1983

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

1980 NOV 25 AM 9:22

JUDGE OF PROBATE

MTG 4.35
Rec. 3.00
Ind. 1.00
8.35

MORTGAGE DEED

TO

6530

FBC ACCEPTANCE CORPORATION
P. O. BOX 1863
BIRMINGHAM, ALABAMA 35201

Return to:

FBC ACCEPTANCE CORPORATION
2119 Sixth Avenue North
P. O. Box 1863
Birmingham, Alabama 35201