

ACCOUNT NUMBER	TYPE	DUE	DATE OF LOAN
23172073	P	29	12/23/80
MORTGAGORS			
LAST NAME		FIRST NAME	INIT.
GOTHARD		DONALD W	KYLE L
STREET ADDRESS		CITY	STATE
103 Carters Lane Bbx 325		Columbiana	AL
		ZIP CODE	35051
RESPONSE DATE		ANNUAL PERCENTAGE RATE	
12/29/80		18.00	
TOTAL OF PAYMENTS		FINANCE CHARGE	
\$ 9180.00		\$ 3154.82	
AMOUNT FINANCED			
\$ 6025.18			
SCHEDULE OF PAYMENTS		FIRST DUE DATE	MATURITY DATE
60 xs 153.00		01/29/81	12/29/85

MORTGAGE
100.6 14.15
2346 CENTER POINT RD
P O BOX 9512-1
CENTER POINT AL 35215
PHONE 854-7633

A UNIFE CREDIT CORPORATION COMPANY

MORTGAGE OF
REAL ESTATE

19801230000147130 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/30/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by a promissory note of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said note when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same at maturity, the said Mortgagors (husband and wife), have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

SHELBY County and State of Alabama, to-wit: Page 1 of 2

Commence at the intersection of the East line of North Main Street with the South line of Carter's Lane (sometimes designated as Cross Street), in the Town of Columbiana, Alabama, and run thence in an Easterly direction along the South line of said Carter's Lane a distance of 236 feet to the Northeast corner of Olen Jackson lot for the point of beginning of the lot herein conveyed; thence run a distance of 220 feet in a Southerly direction along the East line of said Olen Jackson lot and to a point on the North line of Dr. J.H. Crawford lot; thence run a distance of 178 feet in an Easterly direction along the North line of said Dr. J.H. Crawford lot and Lokey lot and to the Southwest corner of Bertie Huff lot; thence run a distance of 220 feet in a Northerly direction along West line of said Bertie Huff lot to a point on the South line of Carter's Lane; thence run a distance of 178 feet in a Westerly direction along the South line of Carter's Lane to the point of beginning. EXCEPT three feet by 106 feet conveyed to James M. Hall, as shown at Deed Book 142, warranted free from all incumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and the Mortgage in 1980 of NONE (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 30 days' notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is situated, to sell the same, as a whole or in parcels, in front of the courthouse door, of said County, 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 a reasonable attorney's fee not exceeding 15% of the unpaid debt after default if the original principal amount of this loan is more than Three Hundred Dollars (\$300.00); and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor.

WITNESS our hands and seals this 23 day of December 1980
WITNESS: W C Gordon X Donald W Gothard (SEAL)
WITNESS: Shelia Henson X Kyle L Gothard (SEAL)

ACKNOWLEDGMENT
STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:
I, W C Gordon, a Notary Public, hereby certify that Donald W Gothard and wife, Kyle L Gothard, 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 23 day of December, A.D. 1980
My Commission Expires July 23, 1983
Notary Public

ORIGINAL

12/23/80

<input checked="" type="checkbox"/> MR. & MRS. <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS	MORTGAGORS	FIRST NAME	INIT.	SPOUSE	INIT.
LAST NAME		DONALD		KYLE	L
GOTHARD					
STREET ADDRESS		CITY	STATE	ZIP CODE	
103 Carters Lane Box 325		Columbiana	Al	35051	
					TOTAL OF PAYMENTS
					\$ 9180.00
					FINANCE CHARGE
					\$ 3154.82
RESCISSION DATE					AMOUNT FINANCED
12 29 80					\$ 6025.18
ANNUAL PERCENTAGE RATE					
18.00					%
SCHEDULE OF PAYMENTS					
60 xs 153.00					
FIRST DUE DATE					
01/29/81					
MATURITY DATE					
12/29/85					

MORTGAGEE

8-01012-02

USLIFE CREDIT CORPORATION

2246 CENTER POINT ROAD

P. O. BOX 9812-A

CENTER POINT, AL 35215

A U-LIFE CREDIT CORPORATION COMPANY

MORTGAGE OF REAL ESTATE

19801230000147130 Pg 2/2 .00

Shelby Cnty Judge of Probate, AL

12/30/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned borrower and spouse (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown, payable as above set forth and evidenced by a promissory note of even date herewith, and whereas, said Mortgagors are desirous of securing the prompt payment of said note when the same falls due.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of same at maturity, the said Mortgagors (husband and wife), have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

Shelby County and State of Alabama, to-wit: Page 2 of 2

Page 253, Office of Judge of Probate, Shelby County, Alabama.

ALSO, LESS AND EXCEPT the following described property, being more particularly described as follows: Commence at the intersection of the East line of North Main Street with the South line Carter's Lane (sometimes designated as Cross Street), in the Town of Columbiana, Alabama, and run thence in an Easterly direction along the South line of said Carter's Lane a distance of 236 feet to the Northeast corner of Olen Jackson lot for the point of beginning of the lot herein conveyed thence run a distance of 120 feet in a Southerly direction along the East line of said Olen Jackson lot; thence run East, parallel with the South line of Carter's lane a distance of 15 feet; thence run Northerly, parallel with the East line of said Olen Jackson Lot, a distance of 120 feet to a point on the South line of Carter's Lane; thence run West along the South line of Carter's Lane a distance of 15 feet to the point of beginning.

warranted free from all incumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor of NONE (If none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 30 days' notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is situated, to sell the same, as a whole or in parcels, in front of the courthouse door, of said County, 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 a reasonable attorney's fee not exceeding 15% of the unpaid debt after default if the original principal amount of this loan is more than Three Hundred Dollars (\$300.00); and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 Mortgagors; and Mortgagors further agree that said Mortgagee, its agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor.

BOOK 408 PAGE 822

WITNESS our hands and seals this 23 day of December 1980

WITNESS: *W C Gordon* x *Donald W Gothard* (SEAL)
WITNESS: *Shelia Hopson* x *Kyle L Gothard* (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson, TO WIT:

I, *W C Gordon*, a Notary Public, hereby certify that *Donald W Gothard*
and *Kyle L Gothard* whose names are subscribed 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 seal of office this 23 1980 DEC 30 11 85

Commission Expires July 28, 1983

My commission expires

mtg. 9.15
Red 3.00
Ins. 1.00
13.15

ORIGINAL