

Barcode area with vertical lines.

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

255

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This instrument was prepared by  
(Name) K L BAGBY  
(Address) 11 West Oxmoor RD B'Ham, Ala 35259 **REAL ESTATE MORTGAGE**

Mortgagee  
FORD MOTOR CREDIT COMPANY, 11 West Oxmoor Rd., Homewood, Ala 35259  
NUMBER AND STREET CITY

ACCOUNT NO <u>41202-3</u>	NO. DLY DATE <u>14</u>	PREVIOUS ACCOUNT NO <u>NONE</u>	DELINQUENCY CHARGE <u>8.10</u>	SECURITY <u>HOME-SEC-RE</u>	SOURCE <u>NATIMAIL</u>	LOAN DATE <u>1-07-83</u>	
NAME (BORROWER/S)		SPOUSE		* FINANCE CHARGE		OFFICIAL FEES	TOTAL OF PAYMENTS
<u>JERRY W. HOLSOMBACK</u>		<u>BARBARA ANN</u>		<u>\$ 3830.28</u>		<u>.12.85</u>	<u>.9720.00</u>
<u>RT 1 Box 29</u>				CASH ADVANCE <u>.5889.72</u>	PHYSICAL DAMAGE INSURANCE PREMIUM <u>.None</u>	CREDIT LIFE <u>\$ 291.60</u>	AMOUNT FINANCED <u>.456.84</u>
<u>Maylene, Alabama 35114</u>				ANNUAL <u>21.80 %</u>	NOTE IS PAYABLE IN MONTHLY PAYMENTS THE FIRST, ONE <u>\$ 162.00 AND 59</u>	<u>.162.00</u>	<u>.None</u>
AGE <u>41</u>		PERCENTAGE RATE <u>21.80 %</u>		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST		FIRST PAYMENT DUE <u>2-14-83</u>	FINAL PAYMENT DUE <u>1-14-88</u>
FIRE INSURANCE PREMIUM <u>NONE</u>		HEARSTOWNERS INS PREMIUM <u>NONE</u>		FIRE INSURANCE PREMIUM <u>.75.00</u>		<u>NONE</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 JEFFERSON County, State of Alabama, to-wit:

Begin at the SE corner of NW $\frac{1}{4}$ , Township 21 S., Range 3W., thence run North along the East line of said NW $\frac{1}{4}$  of NW $\frac{1}{4}$  a distance of 210.0 feet for a point of beginning; thence continue said course along said East line a distance of 462.0 feet, turn left an angle of 91° 51' a distance of 262.0 feet, turn left an angle of 88° 09' a distance of 270.0 feet to point of beginning; except that part lying in right - of- way of paved road: being in NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 17, Township 21 S., Range 3W., Shelby County, Alabama.

Also known as RT 1 Box 29, Maylene, Ala 35114

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 MID-STATE HOMES

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 Promissory 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 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 7 day of JANUARY, 1983.

MORTGAGOR: Jerry W. Holsomback (SEAL)

MORTGAGOR: Barbara Ann Holsomback (SEAL)

MORTGAGOR: \_\_\_\_\_ (SEAL)

MORTGAGOR: \_\_\_\_\_ (SEAL)

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Mtg Tax 8.85  
Ins 3.00  
Jud 1.00  
12.85

THE STATE OF ALABAMA  
SHELBY COUNTY  
I CERTIFY THIS  
NOTARY WAS FILED

1983 JAN 10 AM 9:10

THE STATE OF ALABAMA  
SHELBY

Walter L. Kelly  
JUDGE OF PEACE COUNTY

I, WALTER L Kelly, a Notary Public in and for said County, in said State, hereby certify that Jerry W Holsomback & Barbara Ann Holsomback

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 7th day of January

NOTARY PUBLIC, ALA. STATE AT LARGE  
MY COMMISSION EXPIRES OCTOBER 20, 1984

Walter L. Kelly  
Notary Public  
A. D. 19783

RELEASE

Alabama

(CITY)

(COUNTY)

(DATE)

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

Ford Motor Credit Company

(MANAGER)

CLO 811301 MAR 74

PREVIOUS EDITIONS MAY NOT BE USED.