

918

This instrument was prepared by

(Name) K L Bagby

## REAL ESTATE MORTGAGE

(Address) 11 West Oxmoor RD B'Ham Ala.

Mortgagee

✓ FORD MOTOR CREDIT COMPANY

11 West Oxmoor RD. Birmingham, Ala 35259

ACCOUNT NO <u>41209-8</u>	MO DUE DATE <u>02</u>	PREVIOUS ACCOUNT NO <u>411728</u>	DELINQUENCY CHARGE <u>7.00</u>	SECURITY <u>HOME-SEC-RE</u>	SOURCE <u>RN LESS 10</u>	LOAN DATE <u>2-23-83</u>
NAME (BORROWER(S)) <u>John H. Thompson III</u> <u>RT 1 Box 118</u> <u>Vincent, Ala 35178</u>		SPOUSE <u>Sherry K.</u>		* FINANCE CHARGE <u>\$ 3310.12</u>		OFFICIAL FEES <u>\$ 11.65</u>
CASH ADVANCE <u>\$ 5038.23</u>		PHYSICAL DAMAGE INSURANCE PREMIUM <u>\$ None</u>		CREDIT LIFE <u>\$ None</u>		AMOUNT FINANCED <u>\$ 5089.88</u>
ANNUAL PERCENTAGE RATE <u>21.80 %</u>		NOTE IS PAYABLE IN MONTHLY PAYMENTS THE FIRST, ONE <u>\$ 140.00 AND 60 \$ 140.00</u>		FIRST PAYMENT DUE <u>4-2-83</u>		FINAL PAYMENT DUE <u>3-2-88</u>
AGE <u>39</u>	FIRE INSURANCE PREMIUM <u>None</u>	HOMEOWNERS INS. PREMIUM <u>None</u>	TELEPHONE INSURANCE PREMIUM <u>40.00</u>	None		None.

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 Shelby County, State of Alabama, to-wit:

Commence at the Northwest corner of the Survey of Vincent Industrial Park as recorded in Map Book 5, Page 37, in the office of the Judge of Probate, Shelby County, Alabama: thence run in an Easterly direction along the North line of said Vincent Industrial Park Survey a distance of 815.38 feet to its intersection with the Center line of county Road #85: thence turn an angle to the left of 100 degrees, 20 minutes and run in a Northerly direction along the center line of said County Road #85 a distance of 721.40 feet: thence turn an angle to the right of 105 degrees, 05minutes and run in an Easterly direction a distance of 227.0 feet to the 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 1st.

BANK OF CHILDERSBURG

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 23 day of FEBRUARY 19783.

MORTGAGOR: John H. Thompson III (SEAL)

MORTGAGOR: Sherry K. Thompson (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 JOHN H. THOMPSON 111 & SHERRY K. THOMPSON

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 23 day of FEBRUARY A. D. 19783

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

Walter L. Kelly Notary Public.

RELEASE

\_\_\_\_\_, Alabama \_\_\_\_\_, 197\_\_\_\_.

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



Ford Motor Credit Company

11 West Oxmoor Road, Suite 300  
Homewood, Alabama 35209

ADDITIONAL REAL ESTATE DESCRIPTION

of beginning of property herein described; thence from last described course, turn an angle to the left of 90 degrees, 00 minutes and run in a Northerly direction a distance of 152.00 feet; thence turn an angle to the right of 90 degrees, 00 minutes and run in an Easterly direction a distance of 169.65 feet; thence turn an angle to the right of 90 degrees, 00 minutes and run in a Southerly direction a distance of 296.16 feet; thence turn an angle to the right of 78 degrees, 00 minutes and run in a Westerly direction a distance of 62.98 feet; thence turn an angle to the right of 67 degrees, 30 minutes and run in a Northwesterly direction a distance of 190.76 feet to the point of beginning. Said parcel contains 1.0 acres.

ALSO KNOWN AS: RT 1 Box 118  
VINCENT, ALA 35178

NOTARY PUBLIC CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1993 FEB 24 AM 9:01

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

Mt. TAX	7.65
Rec	3.00
Ind	1.00
	<hr/>
	11.65

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