

Prepared By: Betty Brown
11 W Oxmoor Rd Ste 517
Bham., Al. 35209

1960.

REAL ESTATE MORTGAGE

Mortgagee
FORD MOTOR CREDIT COMPANY

11 W Oxmoor Rd Ste 517 Bham., Al. 35209
NUMBER AND STREET CITY

Name of Borrower(s)-(Mortgagor(s))

Loan Date: 12-19-86

Lewis S Kelley and wife Agnes Kelley
Box 1201 HIGHWAY 25 SOUTH
Columbiana, Al. 35051

Total of Payments: \$24392.16
Amount Financed: \$14230.67

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: A parcel of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 21 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 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 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 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 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 agrees 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 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 19 day of DEC. 19 86.

MORTGAGOR: Lewis S. Kelley (SEAL)
MORTGAGOR: Agnes Kelley (SEAL)
MORTGAGOR: _____ (SEAL)
MORTGAGOR: _____ (SEAL)

THE STATE OF ALABAMA

JEFFERSON COUNTY

WALTER L. KELLY

a Notary Public in and for said County, in said State, hereby certify

that LEWIS S. & AGNES KELLEY

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 19 day of DECEMBER A.D. 19 86.

MY COMMISSION EXPIRES OCTOBER 20, 1988

RELEASE

Walter L. Kelly Notary Public.

(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)

Lewis S Kelly and wife Agnes Kelly

CONTINUATION OF LEGAL DESCRIPTION

South, Range 1 West described as follows:

Commence at the Se corner of said forty and run thence South 87° West along the South boundary of said forty 489 feet to the P.O.B.; thence continue South 87° West 246 feet; thence North 36° 15' East and along Donald Vick East line 170 feet; thence run North 87° East 145.22 feet; thence Southerly 137.1 feet to the P.O.B.

Also running with this instrument is a 30 foot R.O.W. road to be used for the purpose of ingress & egress.

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

1986 DEC 23 AM 11: 54

Thomas A. Stevenson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>21.45</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>27.45</u>