THIS INSTRUMENT PREPARED BY:

NAME: Pat Humphryes

ADDRESS: 1709 - 9th. Avenue North Bessemer, Al. 35020

MORTGAGE-- 1640

State of Alabama

Shelby COUNTY } Variable Rate Mortgage

Know All Men By These Presents, that whereas the undersigned Joe Martin, Jr. and wife Deborah Martin justly indebted to Chrysler First Financial Services Corporation

in the sum of Ten thousand three hundred fifty eight and .91/1.00 ($10,358.91)

evidenced by a promissory note of even date executed herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, July 17, 1988 and every month thereafter until the balance is paid in full.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Joe Martin Jr. and wife Deborah Martin do, or does, hereby grant, bargain, sell and convey unto the said Chrysler First Financial Services Corp (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

For Full Legal Description see Attached Exhibit "A"

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AKA: ROUTE 2, Box 320 Maylene, Alabama

NOTICE: The note secured by this instrument contains a Variable Rate Provision which may vary the note's terms.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this coveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, 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 in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 mortgages, and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in 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 attorney's fees not to exceed fifteen percent (15%); Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness

Form 001-0795 3/81

B'ham Title Co,

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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" whenever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 13th day of June, 19 88

WITNESSES:

Jerry Reynolds

Pat Humphries

Joe Martin Jr. (Seal)
Joe Martin, Jr. (Husband)

Deborah Martin (Seal)
Deborah Martin (wife)

.... (Seal)

.... (Seal)

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STATE OF Alabama
Jefferson County

General Acknowledgement

I, the undersigned, Linda Jackson Cooks, a Notary Public in and for said County in said State, hereby certify that Joe Martin, Jr. and wife Deborah Martin 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 official seal this 13th day of June, 19 88.

Linda Jackson Cooks Notary Public. my Commission Expires 3-31-90

STATE OF
COUNTY OF

Corporate Acknowledgement

I, ..., a Notary Public in and for said County, in said State, hereby certify that .... whose name as .... President of .... a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the .... day of ...., 19........

Notary Public.

Return to

Joe Martin and wife Deborah Martin
Rt. 2, Box 320
Maylene, Alabama 35114

TO

Chrysler First Financial Services Corp.
1709 - 9th. Avenue North
Bessemer, Alabama 35020

MORTGAGE

STATE OF ALABAMA,
Shelby County.

Office of the Judge of Probate

Variable Rate

Judge of Probate

Birmingham Title Co., Inc.

Title Guarantee Division

Binder # B18936

JUDGMENT AND TAX LIEN AFFIDAVIT

STATE OF ALABAMA
JEFFERSON COUNTY

Before me, the undersigned, personally appeared

Joe Martin, Jr.

who, after first being duly sworn, deposes and says the following:

My name is Joe Martin, Jr.

and I am over the age of 21 years, and a resident citizen of Birmingham, Jefferson County, Alabama. I have entered into a contract to ( ) sell ( ) purchase the following described property:

SEE ATTACHED EXHIBIT "A"

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After entering into the aforesaid Contract, Birmingham Title Company, Inc. issued a title insurance binder requiring proof that I am not the same person against whom judgments and/or tax liens are of record as shown in said title binder.

I have always been known as Joe Martin, Jr. and have never been known by any other name. I do not have any unpaid obligations except current bills, neither have I received any notice of any suit or judgments having been filed against me. I am definitely not the same person against whom said judgments and/or tax liens are of record, and specifically the following:

Judgement recorded in Book 062, page 181 SM Case # SM8502124 Small Claims Court of Shelby County Alabama Division, Judgement date 1-16-1986 to Columbiana Clinic PA for $399.76

(Continue on reverse side if necessary)

I have never filed a petition under Chapter 13, Chapter 7 or Chapter 11 of The Bankruptcy Act.

This affidavit is given for the purpose of inducing Birmingham Title Company, Inc. to insure the aforesaid property against any such judgments and tax liens which may affect the title to the aforesaid property.

Joe Martin Jr
(Affiant)

STATE OF ALABAMA
JEFFERSON COUNTY

Sworn to and subscribed before me, this the 13 day of June, 1988

Linda Jackson Cooper

[redacted] NOTARY PUBLIC
My Commission Exp [redacted] 3-21-90 [redacted]

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EXHIBIT "A"

A parcel of land containing 0.5 acres, more or less, located in the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 17, Township 21, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the NE corner of said $\frac{1}{4}$-$\frac{1}{4}$ section; thence South along the East line of said $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of section 17 a distance of 630 feet; thence 91 degrees 47 minutes 15 seconds right for a distance of 220 feet to the point of beginning of this description; thence continue along the last named course 100 feet; thence left 91 degrees 47 minutes 15 seconds for a distance of 200 feet; thence left 88 degrees 12 minutes 45 seconds for a distance of 100 feet; thence left 91 degrees 47 minutes 15 seconds for a distance of 200 feet to the point of beginning.

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

88 JUN 21 AM 10:14

JUDGE OF PROBATE

1. Deed Tax	$
2. Mtg. Tax	15.60
3. Recording Fee	10.00
4. Indexing Fee	1.00
TOTAL	26.60