

8-4-89

MORTGAGE

STATE OF ALABAMA
COUNTY OF Jefferson

) 175

KNOW ALL MEN BY THESE PRESENTS, that Nell C. Scott and husband, Harold D. Scott

_____ the
Mortgagors, in consideration of the sum of Thirty Five Thousand Nine Hundred Ninty Nine Dollars
& 02/100----- DOLLARS, hereby acknowledged to have been
paid to the said Mortgagors by the Mortgagee, and in order to secure the repayment of said amount herewith owed by Mortgagors
to Ford Motor Credit Company
the Mortgagee, do hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee all of that real property in the County of
Shelby _____, State of Alabama, which is described as follows:

Lot 8, in Block 1, according to the Survey of Awtrey and Scott Addition to
Altadena South, as recorded in Map Book 5, page 121, and amended in Map Book
5, page 123, in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER with all and singular the rights, members, privileges, hereditaments, easements, appurtenances and improvements
belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same, unto the Mortgagee, their heirs and assigns, forever.

Providing always, and these presents are upon the express condition, that if the said Mortgagors shall well and truly pay

to the Mortgage said sum of \$ 35,999.02 together with interest thereon in accordance with the
provisions of that certain promissory note of even date herewith in said principal sum, made by Mortgagors to Mortgagee and
payable as follows:

In monthly installments of \$465.00 each, commencing on the 19th
day of September, 19 89, and like or similar installment on the same day of each suc-
ceeding month thereafter until the 19th day of August, 1904, at which
time, unless sooner paid in full, the entire principal balance and accrued interest shall be due and payable; said
installments to be applied first to late charges then due, then to interest due and then the balance, if any, to be
applied on the principal.

And if the Mortgagors shall perform all the covenants and agreements herein contained, then these presents shall be void,
otherwise they shall remain in force.

And the Mortgagors hereby vest the Mortgagee with full power and authority, upon the happening of a default in the payment
of the said note, or upon any default in the performance of any of the covenants and agreements herein contained, to sell said
property at public outcry at the front door of the Courthouse of said County, for cash to the highest bidder, after first giving
notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week
for three consecutive weeks, in a newspaper published in said County. The Mortgagee and the auctioneer conducting the sale
shall each have the authority to make proper conveyancy to the purchaser and to apply the proceeds to such sale as follows:
first, to the payment of the costs and expenses of sale, including a reasonable attorney's fee; second, to the payment of any
amount that may be due the Mortgagee by virtue of the special liens declared or retained; third, to the payment of the balance
owing on the indebtedness secured hereby, with interest thereon as specified in the promissory note evidencing said indebtedness;
and fourth, the balance, if any shall be paid to the Mortgagor. If on the date of sale fixed in the advertisement herein above
provided for, the holder of the mortgage should for any reason deem it necessary or expedient to postpone the sale, the holder
of the mortgage or the auctioneer making the same may announce verbally the postponement of the sale until some later date,
and the original notice of the time, terms and place of sale shall be published again, with a statement at the bottom that said
sale has been postponed and the date when it will occur. Any sale made pursuant to such postponement shall be as valid and
binding as if made on the date fixed in the advertisement.

And said Mortgagors hereby covenant with the said Mortgagee that Mortgagor is seized of an indefeasible estate in fee
simple in and to said property, that Mortgagors have a good and lawful right to convey the same, that same property is free
and clear of all encumbrances, that the Mortgagors have the right to the possession, quiet use and enjoyment of said property,
and that Mortgagors will WARRANT AND FOREVER DEFEND the title to said property unto the Mortgagee, and unto the pur-
chaser at said sale, and their heirs, successors and assigns, against the lawful claims and demands of all persons and the
Mortgagors do further expressly agree and covenant for themselves, and for their heirs and assigns, so long as any part of
said indebtedness or the interest thereon, remains unpaid as follows:

1. To pay said note and the installments of interest thereon, when they respectively fall due.

2. To keep any building or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage" and also the form of coverage known as "all physical loss" and, if required by the Mortgagee, its heirs or assigns, by the form of coverage known as "flood coverage," issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurance value of the said buildings or other improvements, as may be required by the Mortgagee.

3. To neither commit, permit, consent to, nor otherwise allow the commission of waste to or upon any of said property, including any building or other improvements now, or which may hereafter be erected upon the same.

4. To pay promptly all taxes, assessments, liens, and other charges which may be, or hereafter become effective against said property, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.

5. That if the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable costs, expenses, and attorney's fees and any other sum or sums due the Mortgagee by virtue or any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

6. That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf, the Mortgagee shall have an additional lien, secured by these presents, on said property.

7. That, in the event of litigation arising over the title to, or possession of said property, the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property.

8. That at any sale under the powers herein, the Mortgagee may bid for and purchase said property like a stranger hereto, and in the event that the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor.

9. The provisions hereof run in favor of, and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

10. Throughout this document, unless otherwise provided herein, the use of the masculine gender shall also be deemed to include the feminine and neuter, the singular, the plural, and vice versa.

11. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this security instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this security instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this security instrument without further notice or demand on Mortgagor.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals on this 15th day of

August

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED:

89 AUG 23 AM 10:31

JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax \$4.00
3. Recording Fee \$5.00
4. Indexing Fee \$3.00

TOTAL \$12.00
STATE OF Alabama
COUNTY OF Jefferson

Nell C. Scott
Nell C. Scott

8/15/89

Harold D. Scott
Harold D. Scott

8/15/89

I, the undersigned Notary Public, in and for said State and County, hereby certify that

Nell C. Scott

and

Harold D. Scott, a married couple

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 notarial seal this the 15th day of August, 19 89.

Kimberly Fitch
Notary Public

5/18/93

MORTGAGEE'S MAILING ADDRESS:

Ford Motor Credit Company

5404 Cypress Center Drive, Suite 260

Tampa, Florida 33609-1097

This instrument prepared by: