

1-18-91

MORTGAGE

318

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that RUBIN D. ELLIS & DOROTHY P. ELLIS, husband & wife
and PAMELA A. ELLIS, unmarried , the

Mortgagors, in consideration of the sum of SIXTY THOUSAND FIVE HUNDRED NINETY-EIGHT AND 91/100ths
(\$60,598.91) ----- 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 CONSUMER FINANCE COMPANY, INC.

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 9, Block 3, according to Brookfield, Second Sector, as recorded in Map
Book 6, Page 16 in the Probate Office of Shelby County, Alabama.

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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 \$60,598.91 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 \$762.74 each, commencing on the 4th

day of March , 1991 , and like or similar installment on the same day of each suc-

ceeding month thereafter until the 4th day of February , 2006 , 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 conveyance 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.

Handwritten signature

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.

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 of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

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.

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.

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.

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RUBIN D. ELLIS

DOROTHY P. ELLIS

	Day or	
	No. 1	Dead Tax
	No. 2	Mtg. Tax
	No. 3	Recording Fee
	No. 4	Indexing Fee
	No. 5	No Tax Fee
	No. 6	Certified Fee
Total		\$98.00

Ellis, Dorothy

GIVEN, under my hand and notarial seal this the 30th day of January, 19 91

Notary Public

Notary Public
My commission expires: 10/23/94

~~Ford Consumer Finance Company, Inc.
4010 Boy Scout Blvd., Suite 610
Tampa, FL 33607~~

This instrument prepared by: S. Kent Stewart, Esquire, Stewart & Associates, P. C., 2700
Highway 280 South, 2nd Floor, Birmingham, Alabama 35223