

THIS INSTRUMENT PREPARED BY:
NAME: YOLINDA G. ELLINGTON
ADDRESS: 3305 LORNA ROAD #11 BHAM, AL 35216
MORTGAGE—

State of Alabama }
SHELBY COUNTY }

Know All Men By These Presents, that whereas the undersigned WILLIAM L. TUMLIN AND WIFE LOLA F. TUMLIN
justly indebted to NATIONSCREDIT FINANCIAL SERVICES CORPORATION OF ALABAMA
in the sum of TEN THOUSAND TWENTY-FOUR AND .55/1.00 (\$10,024.55)
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,
MAY 13, 1994 and every month thereafter until the balance is paid in full.

Now Wherefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned,

do, or does, hereby grant, bargain, sell and convey unto the said NATIONSCREDIT FINANCIAL SERVICES CORPORATION OF ALABAMA
(hereinafter called Mortgagee) the following described real property situated in.....
SHELBY.....County, Alabama, to-wit:

Commence at the Southeast Corner of the NW 1/4 of the SW 1/4 of Section
11, Township 18 South, Range 1 East; thence run Northerly along the East
line for a distance of 386.40 feet; thence turn 89 degrees 06 minutes 48
seconds to the left for a distance of 365.00 feet to the point of
beginning; thence continue along same line for a distance of 302.82 feet
to a point on the Easterly right-of-way line of Highway No. 25, thence
turn right and run Northwesterly along said highway a distance of 276.06
feet to an Old Fence Line, thence run North 73 degrees 21 minutes 15
seconds East along said Old Fence a distance of 547.92 feet, thence turn
113 degrees 00 minutes 45 seconds to the right for a distance of 367.42
feet to the point of beginning. Situated in Shelby County, Alabama.

**NOTE: WILLIAM L. TUMLIN AND LEMAR TUMLIN ARE ONE AND THE SAME PERSON..

**NOTE: FAYE TUMLIN AND LOLA F. TUMLIN ARE ONE AND THE SAME PERSON.

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.

The security interest granted by this mortgage secures a loan that is a (check one box below)

- ☒ Fixed rate loan.
☐ Variable rate loan.

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 conveyance 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 endangered 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 in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest

First Title

Inst # 1994-11973

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04/12/1994-11973
08:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MCD 26.15

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 8th day of APRIL, 1994.

WITNESSES:

Ann L. McKeith
Yolinda Callington

William L. Tumlin (Seal)
Lela Lyle Tumlin (Seal)
(Seal)
(Seal)

Person signing immediately below signs to subject his or her interests in the property described on the reverse side, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the real estate described on the reverse side. Person signing immediately below is not personally liable.

STATE OF }
JEFFERSON County }
I, the undersigned, PATRICIA A. HUMPHRIES, a Notary Public in and for said County in said State,
hereby certify that
whose name 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 8th day of APRIL, 1994.

Patricia A. Humphries Notary Public.

STATE OF }
COUNTY OF }
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 STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr. 19, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1994-11973
Notary Public.
04/12/1994-11973
08:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 26.15

Return to *First State*
NATIONSCREDIT FINANCIAL SERVICES CORPORATION OF AL
3305 LORENA ROAD #11
BIRMINGHAM, AL 35216
TO
STATE OF ALABAMA,
SHELBY County,
Office of the Judge of Probate
MORTGAGE
Judge of Probate