

THIS INSTRUMENT PREPARED BY:

CORRECTED COPY INST # 1994-09543

NAME: YOLINDA G. ELLINGTON

ADDRESS: 3305 LORNA ROAD #11 BHAM, AL 35216

MORTGAGE---

State of Alabama

FIXED RATE

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned JOSEPH F. BURCHAM (a married man) justly indebted to NATIONSCREDIT FINANCIAL SERVICES CORPORATION OF ALABAMA in the sum of FIFTEEN THOUSAND THIRTY THREE AND .76/1.00 (\$15033.76) 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, APRIL 22, 1994 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,

JOSEPH F. BURCHAM (a married man)

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:

DESCRIPTION OF SUBJECT PROPERTY IS ATTACHED HERETO AS EXHIBIT " A" AND INCORPORATED HEREIN BY REFERENCE.

"THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR"

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03/23/1994-09543
04:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 36.15

Inst # 1994-14684
05/05/1994-14684
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.30

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

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 22nd day of MARCH, 19 94

WITNESSES:

Samuel H. Hamill

Joseph F. Burcham

JOSEPH F. BURCHAM

(Seal)

(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

General Acknowledgement

I, the undersigned, PATRICIA A. HUMPHRIES, a Notary Public in and for said County in said State, hereby certify that JOSEPH F. BURCHAM (a married man) whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of MARCH, 19 94

Patricia A. Humphries

Notary Public.

MY COMMISSION EXPIRES: Apr. 19, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

NATIONSCREDIT FINANCIAL SERVICES CORPORATION
OF ALABAMA
3305 LORNA ROAD #11
BIRMINGHAM, AL 35216

TO

MORTGAGE

STATE OF ALABAMA,

Shelby County,

Office of the Judge of Probate

FIXED RATE

Judge of Probate

EXHIBIT "A"

From the Northeast corner of NE 1/4 of SE 1/4, Section 14, Township 22, Range 2 West, Shelby County, Alabama, run West on the North line of said Forty a distance of 180 feet to a point on the West Right of Way of Alabama Highway No. 25 as now constructed (1963) and thence Southwesterly along said West Right of Way 466 feet to the point of beginning of the tract herein described. From the beginning point thus established continue Southwesterly on and along said West Right of Way 385 feet; thence North 46 degrees West 270 feet; thence North 43 degrees 15 minutes East 294 feet; thence South 79 degrees 30 minutes East 166 feet; thence South 45 degrees East 129 feet to the beginning point on the West Right of Way of Highway 25. Said land consisting of 2.15 acre more or less and being situated in the NE 1/4 of SE 1/4, Section 14, Township 22, Range 2 West, Shelby County, Alabama.

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