

THIS INSTRUMENT PREPARED BY:

NAME: NationsCredit Fin Svc Corp

P.O. Box 3946

ADDRESS: Birmingham, Ala 35208

MORTGAGE--

Inst # 1994-16468

05/23/1994-16468

09:06 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 61.70

State of Alabama }

SHELBY

COUNTY }

Know All Men By These Presents, that whereas the undersigned Alma B Smith, a widow, and Thomas R. SMITH AND WIFE, JOYCE SMITH justly indebted to NationsCredit Fin Svc Corp

in the sum of Thirty three thousand eight hundred and 10/100 dollars*** (\$33,800.10) evidenced by (1) 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,

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

Alma B. Smith, a widow and Thomas R. Smith and Joyce Smith

do, or does, hereby grant, bargain, sell and convey unto the said Nations Credit Fin Svc Corp

(hereinafter called Mortgagee) the following described real property situated in

ALSO KNOWN AS: 1403 8th St SW Siluria AL

Shelby County, Alabama, to-wit:

706 12th Ave SW Siluria, AL

PARCEL I; Lot No. 4 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows: Commence at the intersection of the North right of way line of South Avenue and the West right of way line of Mill Street, said right of way line as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence Northerly along said right of way line of Mill Street for 359.34 feet to the point of beginning; thence 90 degrees 00 minutes left and run Westerly for 200.00 feet, thence 90 degrees 00 minutes right and run Northerly for 70.00 feet; thence 90 degrees 00 minutes right and run Easterly for 200.00 feet to a point on the West right of way line of Mill Street, thence 90 degrees 00 minutes right and run Southerly along said right of way line of Mill Street for 70.00 feet to the point of beginning.

PARCEL II: Lot No 44 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and being more particularly described as follows: Commence at the intersection of the North-erly right of way line of 3rd Avenue West and the Westerly right of way line of Cotton Street, said right of way lines as shown on the map of the Dedication of the Streets and Easements, Town of Siluria, Alabama, thence Southwesterly along said right of way line of 3rd Avenue West for 115.00 feet to the point of beginning thence continue Southwesterly along said right of way line of 3rd Avenue West for 85.00 feet, thence 88 degrees 40 minutes 48 seconds right and run Northwesterly for 158.91 feet, thence 108 degrees 39 minutes 11 seconds right and run Northeasterly for 87.54 feet; thence 72 degrees 39 minutes 31 seconds right and run Southeasterly for 140.00 feet to the point of beginning. All situated in Shelby County, Alabama.

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

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 9th day of May, 1994.

WITNESSES:

Alma A. Smith (Seal)
Alma B. Smith (Seal)
Alma A Smith / Alma B. Smith
Thomas R. Smith (Seal)
Joyce F. Smith (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

County

General Acknowledgement

I, the undersigned, Wynell W. Howard, a Notary Public in and for said County in said State, hereby certify that Alma A Smith / Alma B. Smith, and Thomas R. Smith and wife Joyce Smith whose name ~~is~~ are signed to the foregoing conveyance, and who ~~is~~ 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 5th day of May, 1994.

Wynell W. Howard
Notary Public

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.

Inst # 1994-16468

Notary Public.

05/23/1994-16468
09:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 61.70

STATE OF ALABAMA,
SHELBY County,
Office of the Judge of Probate

MORTGAGE

NationsCredit Fin Svc Corp
P.O. Box 3946
Birmingham, Ala. 35208

TO

Alma A Smith
P.O. Box 43
Siluria, Al. 35144

Return to NationsCredit Fin Svc Corp
P.O. Box 3946, Birmingham Al. 35208

Judge of Probate