

MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES — LINE OF CREDIT \$25,000.00

THIS MORTGAGE, entered into this 27th day of May, 1994, between Danny Orell West (a single man) hereinafter called "Mortgagors," and NationsCredit Financial Services Corporation of Alabama an Alabama corporation, having an office and place of business at 3305 Lorna Road / 11 Birmingham, Alabama 35216 Alabama, herein called "Mortgagee",

WITNESSETH, that for the purpose of securing the payment of all loans made to Mortgagors, the performance of Mortgagors' other obligations under a Revolving Loan Agreement (which Agreement is incorporated herein by this reference) by which Mortgagee is obligated to make loans and advances up to \$25,000.00, hereinafter referred to as the "Line of Credit," and:

WHEREAS, the Mortgagors are desirous of securing the prompt payment of the initial advance and all future loans and advances made from time to time pursuant to and in accordance with the terms of the aforesaid Agreement,

NOW, THEREFORE, IN CONSIDERATION of such indebtedness and to secure the Agreement, and all present and future advances thereunder, the Mortgagors do hereby grant, bargain, sell and convey unto said Mortgagee, the following described real property situated in the County of Shelby, State of Alabama, described as follows:

Insert description of mortgaged property

FOR COMPLETE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A"

Inst # 1994-17474

06/01/1994-17474
08:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCB 51.00

NOTICE: THE NOTE SECURED BY THIS INSTRUMENT CONTAINS A VARIABLE RATE PROVISION WHICH MAY VARY THE NOTES TERMS.

Said property is warranted free from all incumbrances and against any adverse claims, except as aforesaid.

The security interest granted by this Mortgage secures a credit line that is a (check one box below)

- ☐ Fixed rate line of credit.
☒ Variable rate line of credit.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of the indebtedness existing under said Agreement and to further secure any and all future loans and advances which Mortgagee may make to Mortgagors under the provisions of such Agreement, the Mortgagors agree to pay all superior liens, taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee, at Mortgagee's option, may pay off the same; and to further secure said indebtedness, Mortgagors agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear; and if Mortgagors fail to keep said property insured as above specified, then the Mortgagee, at Mortgagee's option, may insure said property for said sum for Mortgagee's own benefit; the policy, if collected, will be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for superior liens, taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from day of payment by said Mortgagee and be at once due and payable.

Upon condition, however, that if the Mortgagors pay said indebtedness and reimburse the Mortgagee for any amounts the Mortgagee may have expended for superior liens, taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid as the same matures or 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, 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, its agents or assigns, 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 by publication in some newspaper having general circulation in the county where said premises are located, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of said county at public outcry to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee pursuant to the terms of said Agreement; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend in paying superior liens, 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; and Fourth, the balance, if any, to be turned over to the Mortgagors. Mortgagors further agree that the Mortgagee, its agents or assigns may bid at said sale and purchase said property if Mortgagee, its agents or assigns, is the highest bidder therefor; and Mortgagors further agree to pay to the Mortgagee or its assigns for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, a reasonable attorney's fee pursuant to the terms of said Agreement.

If all or any part of the property or an interest in the property is sold or transferred by Mortgagors without Mortgagee's prior written consent, Mortgagee at Mortgagee's option and in accordance with federal law, may require immediate payment in full of the entire amount secured by this Mortgage upon demand.

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 cause herein.

Just Title

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.

If there be only one Mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their signatures and seals, this 27th day of May 19 94

Witnesses: Rachel W. White (SEAL) Arnold M. Hamilton (SEAL) Danny Orell West (a single man) (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.

Witness: (SEAL)

STATE OF Alabama } General Acknowledgment Jefferson County)

I, the undersigned, Patricia A. Humphries, a Notary Public in and for said County in said State, hereby certify that Danny Orell West (a single 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 27th day of May 19 94

Patricia A. Humphries Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr. 19, 1997 BORNED THIS NOTARY PUBLIC UNDERWRITERS

STATE OF } Corporate Acknowledgment 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

ALABAMA O/E MORTGAGE, FORM 001-1889 11/93

Return to NationsCredit Financial Services Corporation of Alabama 3005 Lorna Road # 11 Birmingham, Alabama 35216 TO MORTGAGE STATE OF ALABAMA, Shelby County, Office of the Judge of Probate Judge of Probate Variable Rate Mortgage

EXHIBIT "A"

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 23, Township 21 South, Range 1 East, thence run East along the North line of said 1/4-1/4 section a distance of 1578.14 feet; thence turn an angle of 98 degrees 51 minutes to the right and run a distance of 399.38 feet; thence turn an angle of 23 degrees 16 minutes to the left, and run a distance of 271.0 feet; thence turn an angle 21 degrees 34 minutes to the left and run a distance of 12.0 feet; thence turn an angle of 93 degrees 30 minutes to the right and run a distance of 315.00 feet; thence turn an angle of 30 degrees 30 minutes to the left and run a distance of 100.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 30.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 10.00 feet to the point of beginning; thence continue in the same direction a distance of 113.00 feet; thence turn an angle of 91 degrees 58 minutes 50 seconds to the left and run a distance of 307.85 feet; thence turn an angle of 92 degrees 29 minutes 40 seconds to the left and run a distance of 89.70 feet; thence turn an angle of 18 degrees 08 minutes 40 seconds to the left and run a distance of 17.70 feet; thence turn an angle of 68 degrees 02 minutes 40 seconds to the left and run a distance of 293.88 feet, to the point of beginning. Situated in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama.

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