

MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES — LINE OF CREDIT \$125,000.00

THIS MORTGAGE, entered into this 23rd day of February, 1995, between Robert F. Herren and wife, Kay L. Herren, hereinafter called "Mortgagors", and NationsCredit Financial Services Corporation, an Alabama corporation, having an office and place of business at 7958 Crestwood Blvd, Irondale, AL 35210, hereinafter called "Mortgagee".

WITNESSETH, that for the purpose of securing the payment of all loans made to Mortgagor, the performance of Mortgagor's 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 \$125,000.00, 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 Jefferson, State of Alabama, described as follows:

Shelby &
St. Clair

Insert description of mortgaged property

9 5 0 2 / 8 5 6 6

Parcel 1: Lot 34, according to the Survey of Cahaba Forrest Estates First Sector, as recorded in Map Book 115, Page 11 A & B, in the Office of the Judge of Probate of Jefferson County, Alabama. 6170

Subject to existing easements, restrictions and reservations of record, if any.

Parcel 2: From the Northwestcorner of the Northeast Quarter of the Northeast Quarter of Section 7, Township 21 South, Range 2 East, run East along North boundary of said Quarter-Quarter a distance of 27.21 feet; thence right 83 degrees 38 minutes a distance of 242.07 feet; thence right 20 degrees 17 minutes a distance of 40.93 feet; thence left 90 degrees 37 minutes a distance of 85.88 feet to the point of beginning; thence continue 78.07 feet; thence right 32 degrees 20 minutes a distance of 46.18 feet; thence right 42 degrees 33 minutes a distance of 103.86 feet; thence right 83 degrees 47 minutes a distance of 88.86 feet; thence right 90 degrees 00 minutes a distance of 168.76 feet to the point of beginning. Situated in Shelby County, Alabama. 188

Parcel 3:

See Attached Exhibit "A"

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

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 taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option 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 full 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 may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 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 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 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 and undersigned further agree that the Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned 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.

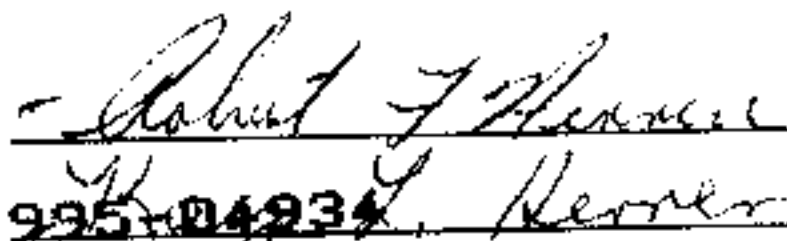
It is expressly understood that the word "Mortgagee" whenever used in this Mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting cause herein.

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 23rd day of February, 1995.

Witnesses:



Inst # 1995-04934

02/27/1995-04934

08:14 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 SNA


14.50

STATE OF Alabama)
Jefferson) General Acknowledgment
County)

I, the undersigned, Larry D. Kizziah, a Notary Public in and for said County in said State,
hereby certify that Robert F. Herren and wife, Kay Herren
whose names 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 23rd day of February, 19 95.

[Signature]
Notary Public



STATE OF)
COUNTY OF) Corporate Acknowledgment
)

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 _____
04/24 0149
RECORDED IN ABOVE
MORTGAGE VCL & PAG
FILED PELL CITY, AL
TO
'95 FEB 24 PM 4 02
WALLACE WYATT, JR
JUDGE OF PROBATE

MORTGAGE
STATE OF ALABAMA,
County.
Office of the Judge of Probate
Judge of Probate

EXHIBIT "A"

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 33, Township 16 South, Range 1 East, Huntsville Meridian. Thence South five hundred feet (500); thence North 31 degrees East one hundred (100) feet; thence South 70 degrees East one hundred feet to the point of beginning; thence South 70 degrees East one hundred and four feet (104); thence South 55 degrees East thirty (30) feet; thence South 59 1/2 degrees West one hundred thirty one (131) feet; thence North 31 degrees East one hundred fifty-two and one-half (152 1/2) feet to beginning point. Located in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of section thirty-three (33) Township Sixteen (16) South, Range one (1) East, Huntsville Meridian. Less and Except the West five (5) feet of the above described property which was heretofore conveyed to Gordon Adkins and Louise Adkins by Deed recorded in Deed Volume 63, Page 575.

Also known as:

From the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 16 South, Range 1 East, go South along the 1/4 - 1/4 line 500 feet; thence, left 149 degrees, 100 feet; thence, right 79 degrees 105 feet to the point of beginning. Thence continue on the same line 99 feet; thence right 15 degrees, 30 feet; thence right 86 degrees 170 feet; thence right 89 degrees 30 minutes, 131 feet; thence right 91 degrees, 56 minutes, 33 seconds, 154.4 feet to the point of beginning. Containing 0.49 acre, and lying in the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 16 South, Range 1 East, White Chapel, St. Clair County, Alabama. 21%

0424 0150

RECORDED IN ABOVE
MORTGAGE VOL & PAGE
FILED-PELL CITY, AL

95 FEB 24 PM 4 02

WALLACE WYATT, JR.
JUDGE OF PROBATE

02/27/1995-04934
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14.50
003 SNA

1995-04934

St. Clair County

Mtg. Tax	\$	
Deed Tax		2.00
Indexing Fee		1.00
Certification		2.50
Recording Fee		
Add'l Recording Fee		
Total	\$	10.50

State of Alabama - Jefferson County

I certify this instrument filed on:

1995 FEB 24 P.M. 13:56

Recorded and \$	187.50	Mtg. Tax
and \$	9.50	Deed Tax and Fee Amt.
\$		Total \$

GEORGE R. REYNOLDS, Judge of Probate



9502/8566