

THIS INSTRUMENT PREPARED BY:

NAME: JANIE SMITH

ADDRESS: 3305 LORNA ROAD #11 HOOVER, AL. 35216

MORTGAGE- FIRST MORTGAGE

State of Alabama

SHELBY COUNTY

FIXED RATE MORTGAGE

12/17/1996-41510
12:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 37.70

Inst # 1996-41510

Know All Men By These Presents, that whereas the undersigned, ANGEL DAWSON (now known as Angel Crosier) AND HUSBAND JAMES CROSIER justly indebted to NATIONSCREDIT FINANCIAL SERVICES CORPORATION OF ALABAMA in the sum of SEVENTEEN THOUSAND SEVEN HUNDRED NINTY SEVEN AND 15/100 (\$17797.15) 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, JANUARY 12, 1997 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, ANGEL DAWSON (now known as Angel Crosier) AND HUSBAND JAMES CROSIER

do, or does, hereby grant, bargain, sell and convey unto the said NATIONSCREDIT FINANCIAL SERVICES CORP OF AL (hereinafter called Mortgagee) the following described real property situated in

SHELBY County, Alabama, to-wit:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 1 EAST DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AS BEGINNING POINT OF SUBJECT LOT, RUN ALONG A RED PAINTED LINE SOUTH 68 DEGREES 02 MINUTES 51 SECONDS, EAST 1255.2 FEET TO AN IRON ROD ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 109, AN UNPAVED PUBLIC ROAD; THENCE RUN ALONG SAID RIGHT OF WAY LINE 238.7 FEET NORTHEASTERLY TO A POINT WHERE SAID LINE IS INTERSECTED BY THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE RUN ALONG SAID EAST QUARTER-QUARTER LINE NORTH 02 DEGREES 37 MINUTES 17 SECONDS WEST 311.3 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID QUARTER-QUARTER; THENCE RUN ALONG THE NORTH QUARTER-QUARTER LINE NORTH 86 DEGREES 56 MINUTES 58 SECONDS WEST 1284.11 FEET, BACK TO THE BEGINNING POINT; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAYS, LIMITATIONS IF ANY OF RECORD.

MINERAL AND MINING RIGHTS EXCEPTED. ADDRESS: COUNTY RD 109. TAX MAP OR PARCEL ID NO. 16-4-18-0-000-009.022.

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 superior liens, taxes or assessments when imposed legally 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, 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, 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 undersigned pays indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have expended for superior liens, taxes, assessments and insurance, and the interest thereon, then this conveyance shall 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 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 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 reasonable attorney's fees pursuant to the terms of said promissory note; Second, to the payment of any amounts that may have been expended, or that it may be necessary then 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, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the undersigned

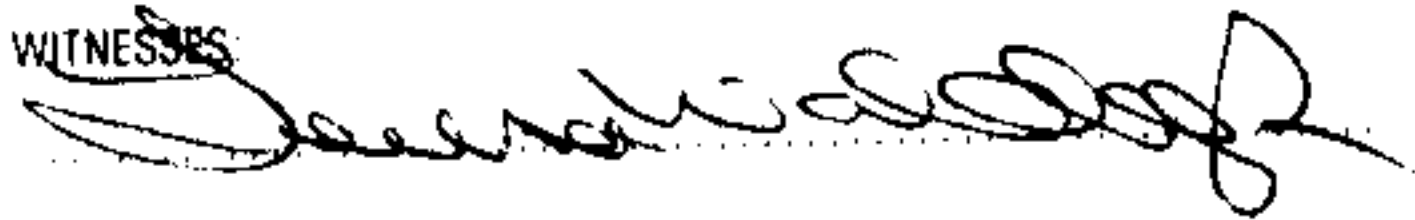
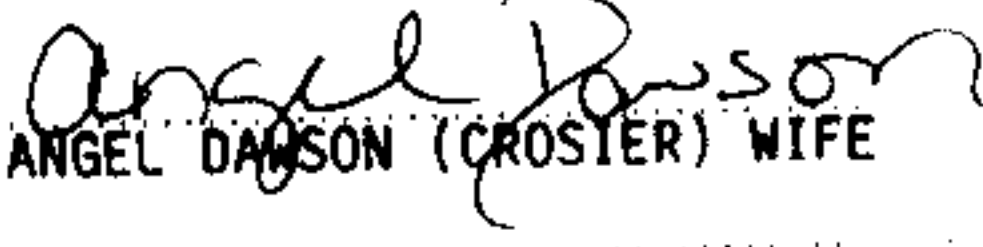
The undersigned further agree that said Mortgagee may bid at said sale and purchase said property if Mortgagee is the highest bidder therefor; and undersigned further agree to pay to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, a reasonable attorney's fee pursuant to the terms of said promissory note.

If all or any part of the property or an interest in the property is sold or transferred by the undersigned 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 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 this 12th day of DECEMBER 19 96


WITNESSES
 (Seal)
ANGEL DAWSON (CROSIER) WIFE (Seal)
 (Seal)
JAMES CROSIER (HUSBAND) (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. (Seal)

WITNESS: _____

STATE OF ALABAMA }
JEFFERSON County } General Acknowledgment

I, the undersigned, RODNEY SANDERS, a Notary Public in and for said County in said State, hereby certify that ANGEL DAWSON (CROSIER) AND HUSBAND JAMES CROSIER whose name s. 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 12th day of DECEMBER 19 96
 Notary Public
exp 4-8-98

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 _____
Inst # 1996-41510 Notary Public

ALABAMA C/E MORTGAGE, FORM 001-0785 8/94

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3305 LORNA ROAD #11
BIRMINGHAM, AL. 35216

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STATE OF ALABAMA
SHELBY County

Office of the Judge of Probate

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Return to