

MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES — LINE OF CREDIT 15,000.00

THIS MORTGAGE, entered into this 26th day of August, 19 97, between James Edward Maxwell III and his wife, Linda Lee Maxwell, herein called "Mortgagors," and NationsCredit Financial Services Corporation Of Alabama, an Alabama corporation, having an office and place of business at 436 Palisades Blvd Birmingham, 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 15,000.00, 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

Lot 53, according to the Survey of Dearing Downs, First Addition, as recorded in Map Book 6, Page 141, in the Probate Office of Shelby county, Alabama.

PROPERTY ALSO KNOWN AS:

1208 Southwind Drive,
Helena, Alabama 35080

Inst # 1997-27643

08/28/1997-27643
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 MCD 33.50

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.

First

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.




"ARBITRATION: Mortgagee and Mortgagor agree to submit certain disputes to binding arbitration. This will limit both parties' rights to bring suit in court and to seek a jury trial in some instances. The attached Arbitration Agreement more fully explains these limitations and the arbitration process. Borrowers and Lender agree that the Arbitration Agreement is a part of this mortgage and the loan contract secured hereby and agree to be bound by it as if it were fully set out at this point."

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 26th day of August 19 97.

Witnesses:

Witnesses:

		(SEAL)
<u>Linda Maxwell</u>	<u>James Edward Maxwell III</u>	(SEAL)
		(SEAL)
	<u>Linda Lee Maxwell</u>	(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

Shelby

County)

General Acknowledgment

I, the undersigned, Ken Battle, a Notary Public in and for said County in said State, hereby certify that James Edward Maxwell III and his wife, Linda Lee Maxwell 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 26th day of August, 19 96.

AUGUST 18 2001
 Kenneth W. Burtis
 Notary Public
 6-25-2001

Inst # 1997-27643

STATE OF ALABAMA

COUNTY OF SHELBY

Corporate Acknowledgment
08/28/1997-27843
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 33.50

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____.

ALABAMA O/E MORTGAGE, FORM 001-1689 7/97

Notary Public

Return to NationsCredit Fin Svc Corp
436 Palisades Blvd.
Birmingham, AL. 35209

James Edward Maxwell III & Linda
1208 Southwind Drive,
Helena, Alabama 35080

Of

NationsCredit Fin Svc Corp Of Al
436 Palisades Blvd
Birmingham, Al. 35209

MORTGAGE

STATE OF ALABAMA,

Shelby County.

Office of the Judge of probate

Judge of Probate