$7.35 chart

THIS INSTRUMENT PREPARED BY:

NAME NATIONSCREDIT FINANCIAL SERVICES CORP OF ALABAMA

ADDRESS 436 PALISADES BLVD BIRMINGHAM, AL 35209

MORTGAGE

State of Alabama }

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned FRANCES C FINLEY, A WIDOW WOMAN, AND VICKIE PICKARD AND HUSBAND STEVE PICKARD

justly indebted to NATIONSCREDIT FINANCIAL SERVICES CORP OF ALABAMA

in the sum of FORTY THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 17/100 CENTS ($40687.17)

evidenced by 1 promissory note OF EVEN DATE EXECUTED HEREWITH

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and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

MAY 5, 1998 AND EACH MONTH THEREAFTER UNTIL PAID IN FULL.

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

FRANCES C FINLEY, A WIDOW WOMAN, AND VICKIE PICKARD AND HUSBAND STEVE PICKARD

do, or does, hereby grant, bargain, sell and convey unto the said NATIONSCREDIT FINANCIAL SERVICES CORP OF ALABAMA

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

SHELBY County, Alabama, to wit

Part of the SW 1/4 of NE 1/4 of Section 18, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the SE corner of said 1/4-1/4 section, thence in Northerly direction along East boundary of said 1/4-1/4 section 244.50 feet to the point of beginning of a tract of land herein described; thence continuing in Northerly direction in straight line along East boundary of said 1/4-1/4 section 232.93 feet, thence turning an angle of 89 degrees 51 minutes 15 seconds to left in Westerly direction 977.10 feet to the point of intersection with East boundary of County road right-of-way, said point being on the arc of a curve turning to the left in Southerly direction and having a radius of 266.48 feet said arc being subtended by a central angle of 17 degrees 19 minutes 02 seconds and having a chord of 80.24 feet in length said chord forming an angle of 107 degrees 03 minutes 29 seconds to the left from last mentioned course having a length of 977.10 feet, thence along said arc of said curve 80.54 feet to the point of intersection with a straight line tangent to said arc, thence along said straight line which is East boundary of said right-of-way 173 40 feet, thence turning an angle of 64 degrees 17 minutes to the left in Easterly direction 878.90 feet to the point of beginning.

03/24/1998-10207
10:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 78.05

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)

[XX] 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

First Title

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 20th day of MARCH, 1998

WITNESSES: Linda Menard

Frances C Finley (Seal)

FRANCES C FINLEY

Vickie Pickard (Seal)

VICKIE PICKARD

Steve Pickard (Seal)

STEVE PICKARD

(Seal)

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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, LARITA Y. THREATS, a Notary Public in and for said County in said State, hereby certify that FRANCES C FINLEY, A WIDOW WOMAN, AND VICKIE PICKARD AND STEVE PICKARD HER HUSBAND 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 20th day of MARCH, 1998.

MY COMMISSION EXPIRES: 1/24/99 LaRita Y. Threats 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

ALABAMA C/E MORTGAGE, FORM 001-0095 8/94

Return to NATIONSCREDIT FINANCIAL SERVICES CORP OF ALABAMA
436 PALISADES BLVD. BIRMINGHAM, AL 35209

FRANCES FINLEY, VICKIE PICKARD AND STEVE PICKARD
750 ELVIRA ROAD HELENA, AL 35080

TO

NATIONSCREDIT FINANCIAL SERVICES CORP OF ALABAMA
436 PALISADES BLVD BIRMINGHAM, AL 35209

MORTGAGE

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

Judge of Probate

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