

THIS INSTRUMENT PREPARED BY: ANGELA D EVANS
NAME: NATIONSCREDIT FINANCIAL SERVICES
ADDRESS: 436 PALISADES BLVD BHAM, AL 35209
MORTGAGE- 1ST

State of Alabama

SHELBY }
COUNTY

Know All Men By These Presents, that whereas the undersigned H. GLENN WARE AND WIFE BILLIE WARE
justly indebted to NATIONSCREDIT FINANCIAL SERVICES CORP OF AL
in the sum of EIGHTY TWO THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS 98/100 (\$82182.98)
evidenced by A promissory note OF EVEN DATE EXECUTED HERE WITH
and whereas it is desired by the undersigned to secure to prompt payment of said indebtedness with interest when the same falls due.

DECEMBER 05, 1998 AND EVERY MONTH THERE AFTER UNTIL 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
H. GLENN WARE AND WIFE BILLIE WARE

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:

LOT 2, IN BLOCK 3, ACCORDING TO SURVEY OF MISSION HILLS, FIRST SECTOR, AS
RECORDED IN MAP BOOK 6, PAGE 47, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY
OF RECORD, IF ANY. ADDRESS: 102 OLD SPANISH TRAIL. TAX MAP OR PARCEL ID
0. 23-5-22-0-003-007.

Index 1998-44882

11/12/1998-44882
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SJA 134.38

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 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.

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.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their signatures and seals, this 30th day of OCTOBER, 1998

Witnesses:

Angela Evans

H. Glenn Ware

(Seal)

H. GLENN WARE

(Seal)

Billie Ware

(Seal)

BILLIE WARE

(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

Inst # 1998-44882
General Acknowledgment

KENNETH W. BATTLES

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. GLENN WARE AND WIFE BILLIE WARE whose name ARE signed to the foregoing conveyance and who THEY being informed of the contents of the conveyance, acknowledged before me on this day that, the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of OCTOBER, 1998

Kenneth W. Battles
6-25-2001

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 001-0795 8/97

Return to

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

TO

MORTGAGE

STATE OF ALABAMA,

SHELBY

County

Office of the Judge of Probate
FIXED RATE MORTGAGES

Judge of Probate