



20060802000373470 1/3 \$244.10
Shelby Cnty Judge of Probate, AL
08/02/2006 03:21:28PM FILED/CERT

This instrument prepared by:
Dealer Services Corporation
Legal Department
11555 N. Meridian St. Suite 220
Carmel, IN 46032

SEND TAX NOTICE TO:
Gregory Johnson
3347 Pelham Pkwy.
Pelham, AL 35124
\$ Tax Value

THE PREPARER OF THIS MORTGAGE HAS NEITHER BEEN REQUESTED TO NOR HAS HE CONDUCTED A TITLE SEARCH OR AN INSPECTION OF THE PROPERTY WITH IS THE SUBJECT HEREOF NOR HAS THE PREPARER TAKEN ANY STEPS TO REVIEW OR CONFIRM THE ACCURACY OF THE LEGAL DESCRIPTION WHICH WAS FURNISHED TO HIM FOR USE IN PREPARING THIS DEED. NO REPRESENTATION OF WARRANTIES AS TO THE STATUS TITLE OR CONDITION OF THE PROPERTY HAS BEEN MADE.

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE

NOW ALL MEN BY THESE PRESENTS:

That Whereas,

GREGORY N. JOHNSON

(hereinafter called "Mortgagors", whether one or more) is justly indebted, to

DEALER SERVICES CORPORATION

(hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Fifty-One Thousand Three Hundred Twenty-Eight Dollars and Forty-three Cents (\$151,328.43), as evidenced by a personal guarantee of a Demand Promissory Note Security Agreement ("Note") dated August 8, 2005 between 31 Auto Sales, Inc. and Mortgagee and as thereafter amended bearing interest at the rate of three and one half percent (3.5%) plus the prime rate per annum, and including any and all costs and fees under the Note payable on demand.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land containing 1.21 Acres, more or less, located in the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southwest corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Easterly along the Section line a distance of 1336.32 feet; thence left Northwesterly 107°08'29" a distance of 1133.69 feet to the point of Beginning; thence continue

Northwesterly along the same course a distance of 155.07 feet; thence left Westerly 73 deg. 07'22" a distance of 31; thence left Southeasterly 104 deg, 56'55" a distance of 152.56 feet along said Easterly Right-of-Way; thence left Easterly 74 deg. 53'45" a distance of 393.05 feet to the point of beginning.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED BY THE CODE OF ALABAMA.

Subject to:

- (a) First Mortgage of InterBay Funding, LLC, dated July 5, 2005 in the principal amount of \$721,500.00;
- (b) Second Mortgage of Joe F. Deegan dated March 29, 2006;
- (c) Third Mortgage of Automotive Finance Corporation dated May 24, 2006; and
- (c) Existing Easements, taxes, restrictions and rights-of-way, if any, appearing of record.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same the said Mortgagee may at Mortgagee's option pay off the same; and to further secured said indebtedness, first above named undersigned agrees 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 to promptly deliver said Policies, or any renewal of said policies to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or assigns, 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 Mortgagees or assigns additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns and be at once due and payable.

Upon condition, however that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 said Mortgagee or assigns, 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 or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt they 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, 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 published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located at public outcry, to the highest bidder in cash, and apply the proceeds of the sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; 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 encumbrance, with interest, thereon; Third, matured at the date of said sale, but no interest shall be collected beyond the day of sale; further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a apart of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, Gregory N. Johnson, has hereunto set his hand and seal, this
the 2nd day of August 2006.

WITNESS:

J. Whitfield

Gregory N. Johnson
Gregory N. Johnson

WITNESS:

Rosemary A. Gledges

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

I, TED Stuckenschneider, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Gregory N. Johnson and each
personally known to me to be the same person whose name ~~is~~ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that ~~they~~ signed, sealed and delivered the said
instrument as ~~the~~ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of August, 2006.

8-13-09

My Commission Expires:

TED Stuckenschneider
Notary Public