19801125000134610 1/4 $.00
Shelby Cnty Judge of Probate, AL
11/25/1980 12:00:00AM FILED/CERT

JUNIOR MORTGAGE

852

THE STATE OF ALABAMA

Shelby County.

THIS INDENTURE, made and entered into ~~this~~ as of 18th day of November, 19 80 by and between

W. Kenneth Holt and wife Peggie A. Holt

(hereinafter referred to as "Mortgagor", whether one or more), and The First National Bank of Birmingham

Birmingham, Alabama.

a national banking association
(hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the said mortgagors and Kenneth Nolen Holt and wife Joni Holt is (are) justly indebted to Mortgagee in the sum of Eight thousand five hundred fifty three and 00/100------ dollars ($ 8,553.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of November 20, 1985 ; the portion of said face amount representing the amount financed being $ 6,000.00 .

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and any additional interest that may become due on any such extensions and renewals, or any part thereof (the aggregate amount of such debt, including any extensions and renewals and interest due thereon, is hereinafter collectively called "Debt") and compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"), to-wit:

From the SE corner of the SW ¼ of the NW ¼ of Section 7, Township 20 South, Range 3 West, run west along ¼ section line for a distance of 75.97 feet; turn right an angle of 48 degrees 25' 48" for a distance of 586.42 feet; turn left an angle of 90 degrees for a distance of 15.00 feet, to point of beginning; then continue in same direction for a distance of 227.31 feet; turn right an angle of 90 degrees for a distance of 203.74 feet; turn right an angle of 93 degrees 03' 30" for a distance of 227.63 feet; turn right an angle of 86 degrees 56' 30" for a distance of 191.63 feet to point of beginning. Being a part of the SW ¼ of the NW ¼ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama.

ALSO the following described parcel: Commence at the SE corner of the SW ¼ of the NW ¼ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama; run thence west along the south line of said ¼-¼ section a distance of 671.91 feet to a point; thence 138 degrees 25' 48" right a distance of 203.87 feet to a point; thence 90 degrees 00' left a distance of 395.97 feet to the point of beginning; thence 93 degrees 03' 30" right a distance of 227.63 feet; thence 93 degrees 03' 30" left a distance of 29.89 feet; thence 86 degrees 56' 30" left a distance of 227.63 feet; thence 93 degrees 03' 30" left a distance of 29.89 feet to the point of beginning.

EXCEPT the following described parcel: Commence at the SE corner of the SW ¼ of the NW ¼ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama, run thence west along the south line of said ¼-¼ section 671.91 feet to a point; thence 138 degrees 25' 48" right 431.18 feet to a point on the southwesterly boundary of a 30 foot wide public road; thence 90 degrees 00' left 191.63 feet along said southwesterly boundary to the point of beginning; thence 90 degrees 00' left 227.31 feet to a point; thence 90 degrees 00' right 29.89 feet to a point; thence 90 degrees 00' right 227.31 feet to a point on aforementioned southwesterly road boundary; thence 90 degrees 00' right 29.89 feet along said boundary to the point of beginning.

BOOK 407 PAGE 870

Book 58 Page 106 (8-7-84)

See Release Mortgage

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Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the hereinafter-described First Mortgage and any other encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

This mortgage is junior and subordinate to that certain mortgage dated _____ recorded in _____, page _____ in the Probate Office of _____ County, Alabama (hereinafter called the "First Mortgage"). It is specifically agreed that in the event defaults should be made in the payment of principal, interest or any other sums payable under the terms and provisions of the First Mortgage, the Mortgagee shall have the right without notice to anyone, but shall not be obligated, to make good such default by paying whatever amounts may be due under the terms of the First Mortgage so as to put the same in good standing, and any and all payments so made shall be added to the Debt secured by this mortgage and the Debt (including all such payments) shall be immediately due and payable, at the option of the Mortgagee, and this mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured hereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate, and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and in such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the Debt and the unpaid balance outstanding under any prior mortgage encumbering the Real Estate. The original insurance policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums; subject, however, to the rights of the holder of the First Mortgage. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of 8% per annum.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee, subject to the rights of the holder of the First Mortgage, the following described property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

BOOK 407 PAGE 871

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which debt includes the indebtedness evidenced by the promissory note or notes hereinabove referred to and any all extensions and renewals thereof and any interest due on such extensions and renewals) and all other indebtedness secured hereby and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance (including, but not limited to, foreclosure or other enforcement of the First Mortgage) thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability, generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt and interest thereon, 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 any unearned interest shall be credited to the Mortgagor; and, fourth, the balance, if any, to be paid to party or parties appearing of record to be the owner of the Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgagor agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

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Shelby Cnty Judge of Probate,AL
11/25/1980 12:00:00AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

X W. Kenneth Holt Date 11-14-80 (Seal)

_____ (Seal)

X Peggie A. Holt (Seal)

Peggie A. Holt Date 11-14-80

_____ (Seal)

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed and attested by its duly authorized corporate officers on the date first written above.

_____
(Name of Corporation)

ATTEST:

_____ By: _____

Its_____ Its_____

AFFIX CORPORATE SEAL

ACKNOWLEDGEMENT FOR PARTNERSHIP

State of Alabama }

_____ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

_____

_____

_____

whose name(s) as (general) (limited) partner(s) of _____
(name of partnership)

_____ a (n) _____ (general) (limited)
(state)

partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, __he__ as such _____ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this _____ day of _____, 19 _____.

_____
Notary Public

My commission expires:

_____

NOTARY MUST AFFIX SEAL

BOOK 407 PAGE 872

This instrument prepared by: Janis Richey

(Name) The First National Bank of Birmingham

(Address) P. O. Box 11007 Birmingham, Alabama 35288

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Shelby Cnty Judge of Probate, AL
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ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }
Bessemer Division
Jefferson County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that W. Kenneth Holt and wife Peggie A. Holt whose name(s) ~~xx~~ (are) signed to the foregoing instrument, and who ~~xx~~ (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of November, 19 80.

Mary B. Hanley
Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama }

_____ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____ whose name as _____ of _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____.

_____
Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 NOV 25 AM 8:42

Thomas A. Shumber, Jr.
JUDGE OF PROBATE

Mtg. 9.00
Rec. 6.00
Ind. 1.00
16.00

BOOK 407 PAGE 873

JUNIOR
MORTGAGE DEED

STATE OF ALABAMA

_____ County

Office of the Judge of Probate

I hereby certify that the within mortgage was in this office for record on the _____ day of _____, 19 ___ at _____ o'clock ___ M., and was recorded in Volume _____ of Mortg at page _____, and exam

Judge of Probate.

[illegible] BY: [illegible] LAND TITLE SERVICES OF, INC.
316 North 21st Street
P. O. Box 10461
BIRMINGHAM, ALA. 35203

TO