

2228 1st North  
Birmingham, Ala. 35203

REAL ESTATE MORTGAGE

3/5

STATE OF ALABAMA, County of Jefferson

This Mortgage made and entered into on this the 8th day of December, 1982, by and between the undersigned,  
Michael Henry Carter a/k/a  
Michael H. Carter and Wife Bobbie Sue Carter, hereinafter called Mortgagors, and Associates Financial  
Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation";

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of ~~Thirty One Thousand Nine Hundred~~  
Sixty Three Dollars and Two Cents Dollars (\$ 31,963.02),

together with interest at the rate provided in the loan agreement of even date herewith which is secured by this Mortgage.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby  
acknowledged and for the purpose of securing the payment of the above-described loan agreement and the payment and performance of all the covenants  
and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that property situated in the County of

Shelby, State of Alabama, described as follows, to wit:

Parcel 1:

Part of the Southeast Quarter of Northeast Quarter of Section 13, Township 20

South, Range 4 West, more particularly described as follows:

Begin at the Southeast corner of the Southeast Quarter of Northeast Quarter of  
Section 13, Township 20 South, Range 4 West, thence run North along the East  
line of said Southeast Quarter of Northeast Quarter a distance of 20.0 feet for  
point of beginning; turn left an angle of 91 degrees 14 minutes a distance of  
91.32 feet to the East right of way boundary of Bessemer-Helena Road; turn right  
an angle of 69 degrees 03 minutes a distance of 78.5 feet along said right of way  
turn left an angle of 7 degrees 49 minutes a distance of 100 feet along said right  
of way; turn right an angle of 113 degrees 53 minutes 30 seconds a distance of 171.80  
feet to East line of said Southeast Quarter of Northeast Quarter; turn right an  
angle of 96 degrees 06 minutes 30 seconds a distance of 175.33 feet to the point  
of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

Parcel 11:

A part of the Southeast Quarter of the Northeast Quarter of Section 13, Township  
20 South, Range 4 West, more particularly described as follows: Commence at the  
southeast corner of the Southeast Quarter of the Northeast Quarter of Section  
13, Township 20 South, Range 4 West; thence run North along the East line of said  
Quarter-Quarter section 195.33 feet to the point of beginning; thence continue  
along last described course 126.00 feet; thence turn left 105 degrees 44 minutes  
and run southwesterly 241.36 feet to a point on the easterly right of way line of  
a county road; thence turn left 112 degrees, 13 minutes and run southeasterly  
along said right of way 100.00 feet; thence turn left 58 degrees 09 minutes 30  
seconds and run easterly 171.80 feet to the point of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

Michael H. Carter and Michael Henry Carter are one and the same person

TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and im-  
provements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation,  
its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property,  
and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and

Mid State Homes

clear from all encumbrances except

Return To:

AMERICAN TITLE INSURANCE CO.  
2119 3rd AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203

BOOK 425 PAGE 402

See Release: Mac BK 555 pg 608- (3-14-84)

Mortgagors warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances and/or other liens prior hereto, hereinafter collectively called "prior liens", shall be performed promptly when due, but if Mortgagors suffer or permit default under any prior lien, then such shall constitute a default hereunder and Corporation may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Corporation may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Corporation may purchase or pay in full such prior lien, and all sums so expended by Corporation, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Corporation shall not for the purpose of this instrument be construed as satisfying the defaults of Mortgagors under said prior lien.

Included in this conveyance is (1) all heating, plumbing, air conditioning, lighting fixtures, doors, windows, screens, storm windows or sashes, shades, and other fixtures now attached to or used in connection with the property described above; (2) all rent, issues and profits under any lease now or hereafter existing on said premises and in the event of default hereunder, Corporation shall have the right to call upon any lessees of said property to make all future payments due Mortgagors directly to Corporation without including Mortgagors' name in said payment, and payment so made by the lessees to Corporation shall constitute payment to Mortgagors and Corporation shall have the right to receipt for such sums so paid which shall be as binding upon Mortgagors as if Mortgagors had signed the receipt themselves and the lessees are relieved of the necessity to see to the application of any such payment.

Mortgagors promise to pay all taxes and assessments now or hereafter levied on the above described property promptly when due.

Unless otherwise agreed herein, Mortgagors promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurers, and in an amount approved by the Corporation, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Corporation, and delivered to said Corporation, with all premiums thereon paid in full. If Mortgagors fail to provide insurance, they hereby authorize Corporation to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagor's indebtedness for a period not exceeding the term of such indebtedness and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagor's indebtedness. If Corporation elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Corporation for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Corporation and Corporation is hereby empowered in the name of Mortgagors to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the loan agreement in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Corporation to Mortgagors; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Mortgagors of making the regular monthly installments as same become due. Provided, however, insurance on improvements shall not be required unless the value thereof is \$300.00 or more and the amount financed, exclusive of insurance charges, is \$300.00 or more.

But this covenant is upon this condition: That if Mortgagors pay or cause to be paid to Corporation the loan agreement above described, and shall keep and perform all performance as required of Mortgagors hereunder, then this covenant shall be void.

But if Mortgagors fail to pay promptly when due any part of said loan agreement, or fail to pay said taxes or fail to pay for and keep in force insurance as agreed or fail to promptly pay and keep current any prior lien, or fail to perform any other covenant hereof, or if all or part of the property is sold or transferred by Mortgagors without Corporation's prior written consent, then or in any of these events, Corporation is hereby authorized to declare the entire indebtedness secured hereunder, immediately due and payable without notice or demand, and take possession of the property above described (or without taking such possession), and after giving three (3) weeks' notice of the time, place and terms of sale by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash in front of the court house door of said county, and may execute title to the purchaser or purchasers and devote the proceeds of said sale to the payment of the indebtedness secured, and if there be proceeds remaining after satisfying in full said debt, same shall be paid to Mortgagors or their order.

In the event of a sale under the power conferred by this Mortgage, Corporation shall have the right and it is hereby authorized to purchase said property at such sale. In the event the above described property is sold under this Mortgage, the auctioneer making such sale or the Probate Judge of said County and State wherein the land lies, is hereby empowered and directed to make and execute a deed to the purchasers of same and the Mortgagors herein covenant and warrant the title so made against the lawful claims and demands of all persons whomsoever.

In the event any prior lien is foreclosed and such foreclosure proceedings bring an amount sufficient to pay in full said prior lien and there remains an excess sum payable to Mortgagors, then Mortgagors do hereby assign their interest in and to said fund to Corporation and the holder of said excess fund is hereby authorized and directed to pay same directly over to Corporation without including the name of Mortgagors in said payment and a receipt by Corporation shall be as binding on Mortgagors as if Mortgagors had signed same themselves and Mortgagors further relieve the party paying said sum to Corporation, of the necessity of seeing to the application of said payment.

In the event of sale of the property above described under and by virtue of this instrument, Mortgagors and all persons holding under them shall be and become the tenants at will of the purchaser of the property hereunder, from and after the execution and delivery of a deed to such purchaser, with said tenants to be terminated at the option of said purchaser without notice, and Mortgagors and all persons holding under or through Mortgagors removed by proper court proceedings.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to Corporation and credited to the installments to become due on said loan agreement in inverse order, that is, satisfying the final maturing installments first, and the Corporation is hereby empowered in the name of the Mortgagors, or their assigns, to receive and give acquittance for any such award or judgment whether it be joint or several.

It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

Michael H. Carter a/k/a Michael Henry Carter (SEAL)  
Michael H. Carter a/k/a Michael Henry Carter  
Bobbie Sue Carter (SEAL)  
Bobbie Sue Carter

STATE OF ALABAMA

County of Jefferson

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that

Michael Henry Carter a/k/a  
Michael H. Carter and Wife Bobbie Sue Carter

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 date the same bears date.

Given under my hand and official seal this 8th day of December, 1982

My Commission Expires October 10, 1984

My commission expires

Alouster (M) Waller  
Notary Public

STATE OF ALABAMA

County of \_\_\_\_\_

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

mtg. 48.00  
Recd. 4.50  
Paid. 1.00  
53.50

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that

1982 DEC 10 AM 8:16

\_\_\_\_\_, whose name as \_\_\_\_\_ of the

Thomas A. Shanderson, Jr.  
\_\_\_\_\_, a corporation; is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires

Notary Public