OOK 430 PAUS 139

State of Alabama

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e hathu	,	1101			
S helby	County.				
		MORT	GAGE	• .	
THIS IDENTURE is made	and entered into this1	9th_day of A	<u>pril 19 8</u>	3 by and between	
C C_M	, a partnersh	ip consisti	ng of Dale (Corley and Re	na B. Corley
(hereinafter called "Mortgage "Mortgagee").	or", whether one or more) as	ndAmSou	th Bank N.A.	• · · · · · · · · · · · · · · · · · · ·	(hereinafter called
WHEREAS,	Dale Corley				
ig(are) justly indebted to the	Mortagee in the principal s	um of thirty	eight thousa	and & no/100	* * * *
dollars (\$ 38,000. payable in accordance with i	00) as evidenced by th	nat certain promissory n	ote of even date herewith	h, which bears interest as paril 19	rovided therein, which is 1993.
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NOW, THEREFORE, in renewals thereof, or of any such debt and interest there with all the stipulations her situated inShe	part thereof, and all interes son, including any extensio ein contained, the Mortgag	r payable on all of said on ns and renewals and the or does hereby grant, ba	icht and on any and all si interest thereon, is herei argain, sell and convey ur	inafter collectively called "D to the Mortgagee, the follow	(the aggregate amount of lebt") and the compliance

See attached "Exhibit A"

This mortgage is junior and subordinate to that certain mortgage dated January 22, 1980 recorded in Mortgage Book 400 page 42 in the Probate Office of Shelby County, Alabama.

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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 Mortagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that it Mortagor 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 a lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over the mortgage (hereinafter jointly called "Liens"), 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 with such companies as may be satisfactory to the Mortgagee, against loss by fire, variables and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Reference 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 to be canceled 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 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 ever 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 rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed 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 so 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 the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgager 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 a 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 provided the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claim, 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 create 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 portifier 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 a rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgager to execute and delify 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 poment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and accorded from 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 to rebuild, repair or restore any or all of the improvements located on the Real Estate.

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 mort gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues 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 note: referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewal: 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 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 profalse 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 due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgagor. 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. mains 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 enc. brance 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 in materialmen (without regard to the existence of nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing 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 interest of the Dubt, 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 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 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 judicated 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 inability generally g gagor'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 arrament with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answerse perition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree or 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 o 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 a 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 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 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 c secutive 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 the cou 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 convey:: the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it is 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 the Debt 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, four: the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cosascertaining 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 Fig. 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 man ner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect a 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 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 potchaser, for and in the name of the Mortgagor, a statutory warranty 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 personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall not be benefit of the Mortgagee's successors and assigns.

in withest whereor, the undersigned Mortga	or has (have) executed this instrument	on the date first written above.

C C M, a partnership	
Kurlul	11 11 11
BY: Dale Corley, it's General Partner	ļ Īt
Kenn B. Carley	
BY: Rena B. Corley, its General Partn	Į ∯ii

The Southeast 1/4 of the Northwest 1/4 of Section 12, Township 22 South Range 1 East; The Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 South, Range 1 East; EXCEPT that part which would be either covered with or which either along or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as extablished by The United States Coast and Geodetic Survey as adjusted in January 1955, together with the right to flood, cover or surround with water from time to time that portion of said lands which lies above such datum plane above mean sea level and which would be flooded, covered with or surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 398 feet above such mean sea level; LESS AND EXCEPT 2.76 acres sold to Charles N. Zanaty and wife, Carole A. Zanaty by Deed Book 323 Page 210 described as follows:

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Commence at the Southeast corner of the SW 1/4 of the NE 1/4, Section 12, Township 22 South, Range 1 East, the point of beginning; thence West along the South boundary of said 1/4-1/4 Section a distance of 335.00 feet to the water edge of Lay Lake, thence Northeasterly along said water edge to a point that intersects the East boundary of said 1/4-1/4 Section; thence South along said East boundary a distance of 717.20 feet to the point of beginning. Said land being situated in the SW 1/4 of the NE 1/4 of Section 12, Township 22 South, Range 1 East, Shelby County. Alabama.

Also the hereinafter described easement for ingress and egress and for the installation of utility lines, poles, pipes and necessary supporting facilities for the furnishing of gas, water, power, telephone, communication and sewage services to the property described above; Said easement consists of a strip of land forty feet wide with its boundaries parallel to an existing road and with its center in the midpoint of said existing road entering the SW 1/4 of the NW 1/4 of Section 12, Township 22 South, Range 1 East, which said existing road enters said quarter-quarter section from the south at a point approximately 250 feet east of the west boundary of said quarterquarter section and which said existing road intersects with another, or second, existing road running generally parallel to an existing fence line near the southern border of said quarter-quarter section and which said second existing road runs in a generally east-west direction and said easement shall continue from the intersection of the first and the second existing roads and shall consist of a strip of land forty feet wide, parallel to the southern boundary of said quarter quarter section, except that in the event the northern border of said second existing road and its northern ditch is more than forty feet from the section line, thence the easement shall extend to and include the northern ditch of said second existing road and said easement shall extend to the western boundary SE 1/4 of the NW 1/4 of Section 12, Township 22 South, Range 1 East.



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ACKNOWLED	GEMENT FOR PARTNERSHIP	
State of Alabama		
Jefferson County }		
I, the undersigned authority, a Notary Public, in and	d for said county in said state, hereby certify that	
Dale Corley and Rena E	B. Corley	
<u></u>	·	
<u></u>		
whose name(s) as (general) (limited)	partner(s) of <u>C C M</u>	
a	(n) Alabama	(general) (limited
partnership, and whose name(s) is (are) signed to the	foregoing instrument, and who is (are) known to me, ack	nowledged befor
lame on this day that, being informed of the contents of	of said instrument, The X as such QCNEX COL	partner(s)
me on this day that, being informed of the contents of and with full authority, executed the same voluntari	of said instrument, _he_x as suchQenex co	partner(s)
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