1587 **MORTGAGE**

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THE STATE OF ALABAMA.

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Edwin H. Howell, an unmarried man . County of Shelby , of the City of Birmingham , party of the first part (hereinafter called the Mortgagor), has become justly and State of Alabama indebted unto MortgageAmerica, Inc.

, a corporation organized and existing under the laws of , party of the second part (hereinafter called the Mortgagee), in the full sum of State of Delaware Seventy One Thousand Two Hundred Nineteen and 00/100 lars (\$

nine and one half money lent and advanced, with interest at the rate of per centum %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the MortgageAmerica, Inc. office of , or at such other place as the holder may designate in Birmingham, AL 35223 writing, in monthly installments of Seven Hundred Forty Three and 69/100-), commencing on the first day of July , 19 86, and on the Dollars (\$ 743.69 first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2001.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor Edwin H. Howell, an unmarried man in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay-Edwin H. Howell, an unmarried man ment of said indebtedness as it becomes due he the said

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot 37, according to Homestead, First Sector as recorded in Map Book 6, page 9, in the Probate Office of Shelby County, Alabama.

\$00g The proceeds of this loan have been applied on the purchase price of the above described property conveyed to alortgogles simulianeously herewith.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

__ TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise

appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

seized of said real property in fee simple, and has a And the Mortgagor hereby covenants that he is good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever:

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. The highest your Transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner therein provided. The highest your transport of the manner than the highest your transport of the manner than the highest your transport of the highest year than the highest your transport of the highest year than the hight year than the highest year ·ሰንፉ እንዲያለት ዘንበርነፉ አለት እንዲያለም የሚያለት የሚያለት የሚያለት እንዲያለት እንዲያ under was was the control of the pay

the debt in whole or in part on any installment due date.

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Replaces Previous and Form FHA-2100m, which are Obsolete

152. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby. HUD 92100m (12-78) the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: Judge of Probate (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all and was numerales of the second of the second by the second party of the date when such ground cents, premiums, taxes WACK and assessment will become delinquent such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assesspreceding subsection of this paragraph and appayment to be have and enter her by the telephant we retain (b) All payments mentioned in the ed together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in ed together and the THE VITTIE Pround genis, taxes, special assessments thre and other hazard insurance premiums; interest on the note secured hereby; and (23) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar Epiz jul th the fear heaven imple than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. 3. If the total of the payments made by the Mortgagor under (c.) of paragraph 2 preceding shall exceed the amount of the payments begins cually made by the Mortgagee for ground rents, taxes, assessments and insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (q) of paragraph 2 preceding shall not be sufficient tempay ground rents, tames assessments, and dinsurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagon shall tender to the Mortgagee, in payment of the entire indebtedness represented thereby the Mortgagee shall, in the lands accumulated computing the amount of such indebtedness credit to the account of the Mortgagor any balance remaining in the funds accumulated computing the amount of such indebtedness credit to the account of the Mortgagor any balance remaining in the funds accumulated computing the amount of such indebtedness credit to the account of the Mortgagor any balance remaining in the funds accumulated to the provisions of this mortgage resulting under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a qublic sale of the premises covered hereby or if the Mortgagee acquired the property otherwise after default, the Mortgagee in a qublic sale of the premises covered hereby or if the Mortgagee acquired the property is otherwise acquired, the balance is shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds acoumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, 2 LAND Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Morigagee the same shally i'i be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable. [SEVI] 5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mort-

gage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon. THE MOSSEAGOS agreed to have sugar the laxes with the second of the property and all taxes except income taxes

that may be an sexted upth the Morigines withis to be an about the permitted of the Morigines and the Morigines of the Country of the Count not mit pet and the object and properties of the cross-baking and set of the chart of the contract of the cont the taxes at oresaid: by upon the rendition by an sucottle of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally thopefailive, then, in this kuch event the welle he hely specified the me morning feet and help the best fine and the state of the s mitheni gagicing and im parcialphach, metentifer angiten in the chultat hunder the charged; fourth,

1.3. April pe mill krep, the embiphemente umm friethen beite emissione berefer authre une the best and bere gravidate that en the paytime to time by the Morigagee against loss by nie and other haraids the castimilar and for the hour and the hour amay may be required by the Morigagee and will pay promptly when the eathy preminary shredt also rather bruston and will pay promptly when the eathy preminary shredt also rather bruston and will pay promptly when the eathy preminary shredt also rather bruston and will be y promptly when the eathy preminary shredt also rather bruston and will be y promptly when the eathy preminary shredt also rather bruston and will be y promptly when the eathy preminary shredt also rather bruston and the eathy bruston and the eathy promptly when the eathy promptly when the eathy brems and the eathy bruston an not been made hereinbefore. All insurance shall be extriction with the sport over by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have arrached thereto bosh payable chauser in the orbed in the sum of the control of the Mortgage and have arrached thereto bosh payable chauser in the orbed in the sum of the control of the mortgage and have arrached the best payable chauser in the orbits and the control of the contro of 108% Mortgagor will bive, twing of age, motice, Ranwells Collection of 108% Mortgage I must be marked than the chief the ch and Bach Historatice company concerned is thereby authorized and differ tealing in the whole with the wind in the Midney and the and the of tolthe Mortgagor and the Mortgagee Jointly and the Insurance proceeds; drawy part thereof and the applied by the mortgagee at mosk-tol tion either to the reduction of the indebtedness hereby secured 69988 herestoration or repair of the property damaged. In event of foreclo-tle and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagoe shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to produre such insurance or to pay such taxes, debts, liens, or charges.

10. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

11. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or without the appointment of a receiver; but the Mortgagee shall not hereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee

to be applied by it on account of the indebtedness secured hereby, whether due or not.

13. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to personal property and agrees to pay a reasonable attorney's fee for the collection thereof.

14. In consideration of the making of the loan secured by this mortgage, the Mortgagor, being all of the undersigned, covenant and agree that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, or either of the undersigned if more than one, under and by virtue of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act; and further agree to waive and forego any like or similar rights, benefits, and options hereafter conferred upon mortgage debtors by law hereafter enacted; and further covenant and agree that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall each be enforceable in accordance with their respective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama, and any and all other laws of like or similar purport which may hereafter be enacted.

15. The coverants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the

plural, the plural the singular, and the use of any gender shall include all genders.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) Days, from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsetime from the date of this mortgage, declining to insure said quent to the Aforesaid note and this mortgage being deemed conclusive proof of such ineligibility), the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

17. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgagee, without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courthouse , County of Shelby

Alabama, at public outery, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee

may bid at the sale and purchase said property, if the highest bidder therefor.

18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage,

then this conveyance shall be and become null and void.

Given under my	hand and seal	thist	he, 19th day of	May	, 19 86
	(CÉAL)	41	THAN HS	XXWILX	(SEAL)
	STATE OF ALA S	HELBY BAW	in H. Howell		[SEAL]
	INSTRUMENT W	T	Ma	TAX 106.95	
	1000 HIV 0-	vo till FD	No.	7.50)
STATE OF ALABAMA,	1986 MAY 23 P	PM 12: 11	ゴル	0	<u> </u>
SHELBY COU	JNTY.)			115.4	. 2 . harabu cartifu th a t
I, the undersi	gned Jupgs of Page	BATE:	ary public in and for	said county, in said State	e, Hereby Certify that
Edwin H. Howel whose names is signed	 an unmarried to the foregoing conveyance. 		is kı	nown to me, acknowledg	ged before me on this
day that, being informed of the bears date.	contents of this conveyance.	he	execu	ited the same voluntarily	on the day the same
GIVEN under my hand and	d official seal this 19th	day of	May	[]	19 B6
• •					Notary Public
This instrument was prepared to		(Address)_	900 City	Federal Build	inæ
(Name) Michael J.	Komeo	, (Muultaa) 	Birmingha	m, AL 35203	ST SEASON
STATE OF ALABAMA COUNTY OF	SS				
•		Judge of	Probate Court of said	County, do hereby cert	ify that the foregoing
conveyance was filed for register and was recorded in Vol.	tration in this office on the Record of Deeds, pa M.		day of on the	day of	19, , 19
at & clock	······································	•			Judge of Probate HUD-92100m (12-)