

OPEN-END REAL PROPERTY MORTGAGE

DATE OF LOAN

6-3-86

LOAN NO.

42634-6

Mortgagor(s) (Last Name First) and address Arthur, Jean B. P.O. Box 308 Harpersville, Al 35078 COUNTY Shelby ZIP 35078	Mortgagee/Name and address Security Mutual Finance 1902 Cogswell Ave Pell City, Alabama 35125 (The term "Mortgagee" shall include any assignee to whom this Mortgage is assigned.)	The principal sum of \$ 14,889.64, payable in 96 monthly payments, the first one \$ 293.88 and 95 of \$ 293.88 commencing on 7-3 19 86 with other payments due same day of each succeeding month. Final payment due 6-3 19 94
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The Finance Charge made on this loan will begin to accrue on 6-3 19 86

KNOW ALL MEN BY THESE PRESENTS that the above named Mortgagor(s), for and in consideration, and in order to secure the payment and performance, of the following indebtedness, liabilities and obligations of Mortgagor to the above named Mortgagee, to wit:

(a) That certain specific indebtedness in the amount shown above, as evidenced by Mortgagor's note or retail installment contract of even date, payable at such time or times as are shown above; (b) The agreements and covenants contained or referred to in this mortgage; and (c) ANY OTHER INDEBTEDNESS, LIABILITY OR OBLIGATION OF MORTGAGOR OR EITHER OF THEM TO MORTGAGEE, DUE OR TO BECOME DUE, NOW EXISTING OR HEREFTER CONTRACTED OR ARISING AS BORROWER, MAKER, ENDORSER, GUARANTOR, SURETY OR OTHERWISE, HEREIN "OTHER INDEBTEDNESS". Do hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, the following described property situated

in Shelby County, Alabama, to wit:

SEE ATTACHED EXHIBIT "A"

BOOK 074 PAGE 902
together with the hereditaments, appurtenances, easements, privileges and licenses thereto belonging or appertaining, and all buildings, structures, equipment, fixtures and other improvements now or hereafter existing, erected or installed thereon.

TO HAVE AND TO HOLD unto the said Mortgagee, its successors and assigns, in fee simple forever.

Mortgagor warrants that Mortgagor owns said property in fee simple and has a good and lawful right to mortgage the same to Mortgagee; and that said property is free of encumbrances and adverse claims other than the lien for current ad valorem taxes and a mortgage in favor of

None

(if none, so state).

Mortgagor agrees to pay all taxes and assessments legally imposed upon the property before the same become delinquent and to keep the improvements thereon insured in a solvent insurance company satisfactory to the Mortgagee against loss or damage by fire, windstorm, or other casualty normally insured against by extended coverage insurance in the amount of the specific indebtedness secured by this mortgage, or in the amount of the maximum insurable value thereof, whichever may be less, with a provision in the contract of insurance that any loss payable thereunder shall be paid to the holder of this mortgage as its interest may appear. Mortgagor agrees to pay all premiums due for such insurance and such insurance policy and any renewals thereof will be deposited with Mortgagee. In the event Mortgagor fails to pay such taxes, assessments, insurance premiums or adverse claims, including any mortgage or other lien or claim which may be prior to the interest of Mortgagee in such property, Mortgagee may pay the same, and all amounts so expended by Mortgagee shall be considered "other indebtedness", shall be secured by this mortgage, shall be due from Mortgagor to Mortgagee on demand and shall bear interest until paid at the same rate of interest applicable to the specific indebtedness secured by this mortgage.

This conveyance is a mortgage and shall be void when all of the following conditions have been satisfied: (a) The specific indebtedness described hereinabove, and the interest thereon, and all agreements and covenants contained or referred to herein, have been paid and performed in full; (b) Mortgagor shall have reimbursed Mortgagee in full for any expenses that may be incurred or advances that may be made by Mortgagee for the payment of taxes, insurance premiums, assessments or to protect the Mortgagee's interest from prior liens or claims; (c) MORTGAGOR SHALL HAVE PAID AND PERFORMED IN FULL ANY "OTHER INDEBTEDNESS", as defined hereinabove, but if default shall be made in the payment of said specific indebtedness or any part thereof, or if Mortgagor breaches or fails to keep and perform any agreement or covenant contained or referred to herein, or in the event Mortgagor shall sell or otherwise transfer or dispose of the mortgaged property without the prior written consent of Mortgagee, OR IN THE EVENT DEFAULT SHALL BE MADE IN THE PAYMENT OR PERFORMANCE OF ANY "OTHER INDEBTEDNESS", as defined hereinabove, then, in any of said events, the holder of this mortgage may declare such specific indebtedness and all other obligations secured by this mortgage, including "OTHER INDEBTEDNESS", to be immediately due and payable, and may take possession of such property, and, with or without taking possession of such property, may sell said property at public outcry to the highest and best bidder for cash at the door of the courthouse of the county in which such property or any part thereof lies, after having given notice of the time, place and terms of said sale by publication of a notice thereof once a week for three successive weeks in some newspaper published in said county, and at any such sale made under this mortgage, the holder of this mortgage may become the purchaser of said property; and the proceeds of sale shall be applied first to the cost and expense thereof; then to the payment of the indebtedness and obligations secured hereby, with the interest thereon, in such order as may be determined by the Mortgagee; and any balance thereafter remaining shall be payable to the Mortgagor. If the amount financed and secured by this mortgage exceeds \$300.00 and Mortgagee, after default, engages an attorney who is not a salaried employee of Mortgagee to enforce or foreclose this mortgage, Mortgagor will pay Mortgagee a reasonable attorney's fee, not to exceed 15% of the unpaid debt, and such fee shall be deemed a part of the expense incurred by Mortgagee in enforcing or foreclosing this mortgage, whether such mortgage be through exercise of the power of sale contained herein or through judicial proceedings.

The covenants, 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. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

WITNESS our hands and seals this 3rd day of June 19 86

Notice to Borrowers: "CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT"

WITNESS:

X

Jean B. Arthur (SEAL)
Mortgagor

WITNESS:

X

(SEAL)
Mortgagor

This instrument prepared by Richard Knight whose address is Pell City Ala.

(ALL PERSONS HAVING AN INTEREST IN THE PROPERTY MUST SIGN)

ACKNOWLEDGMENT

STATE OF ALABAMA COUNTY OF St. Clair TO WIT:

I, Joni Reeves, a Notary Public, hereby certify that Jean B. Arthur

and 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 day the same bears date.

Given under my hand and seal of office this 3rd day of June A.D. 19 86

My Commission Expires 4-18-90

5-RE-1 Ala. (7/83)

Joni Reeves
Notary Public

EXHIBIT "A"

Commence at the NE corner of the E $\frac{1}{2}$ of Fraction "E", Section 29, Township 19 South, Range 3, East, thence run South along the East line thereof for 592.20 feet to the Northeast margin of Glaze Ferry Road; thence 54 degrees 50 minutes 48 seconds left run 302.11 feet; thence 85 degrees 36 minutes 30 seconds right and run 133.27 feet; thence 8 degrees 34 minutes 22 seconds right and run 186.46 feet; thence 4 degrees 55 minutes 31 seconds right and run 127.09 feet; thence 14 degrees 44 minutes 13 seconds right and run 46.00 feet; to the center of a road and the point of beginning; thence 54 degrees 05 minutes 42 seconds right and run along said road 112.40 feet; thence 11 degrees 56 minutes 06 seconds left and run 67.92 feet; thence 19 degrees 40 minutes 20 seconds left and run 41.86 feet; thence 28 degrees 17 minutes 10 seconds left and run 43.69 feet; thence 30 degrees 58 minutes 10 seconds and run 51.26 feet; thence 2 degrees 55 minutes 38 seconds left and run 47.76 feet; thence 7 degrees 26 minutes 03 seconds right and run 49.06 feet; thence 7 degrees 20 minutes 40 seconds right and run 64.25 feet, thence 80 degrees 08 minutes 20 seconds left and run 14.97 feet; thence 69 degrees 59 minutes 38 seconds left and run 223.95 feet; thence 4 degrees 57 minutes 03 seconds left and run 148.98 feet; to the point of beginning, containing 0.77 acres, more or less. Situated in Shelby County, Alabama.

Done this 3rd day of June, 1986

Richard Wright
WITNESS

Jean B. Arthur
Debtor Jean B Arthur

WITNESS

Joni Reeves
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN -4 AM 11:55

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

My commission expires 4-18-90

1. Deed Tax	\$	
2. Mtg. Tax		<u>22.35</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>28.35</u>