		·	
MORTGAGE	* · · · · · · · · · · · · · · · · · · ·	MORTGAGEE:	·
WORLGAGE	2435	AVCO FINANCIAL S	ERVICES
ACCOUNT HUMBER		of Alabama Inc	· · · · · · · · · · · · · · · · · · ·
MORTGAGOR(S):	THIS INSTRUMENT WAS PREPARED	46 Green Sprin	igs Hwy
ان جورون Werner Mark S	Kathryn C	Bham	ALABAMA
That Mortgagor hereby grants, bargains, sell	s and conveys unto Mortgagee, the following	g described real estate in the County of Sne	i Dy 002
	, State of Alabama, to wit:		
Lot 52, according to the	Survey of Sunny Meadows,	2nd Sector, Phase I, as rec	corded in
Map Book 9, page 1 A&B,	in the Probate Office of S	Helby County, Midband	<b>;</b>
			, <b>f</b>
			1.32 - 3.75
<b>5</b>			
333 333 333 333 333 333 333 333 333 33		•	
별.			ı
			.,
			į
1		· ·	
. g. 44,4°			
also known as	3309 Meadow Garden Ci		<del></del>
and a summer of the state of th	(Number and Str	reet) ad all screens, shades, storm sash and blinds, a on therewith, all of which, for the purpose of ing to the property above described, all of wh	ind heating, lighting, plumbing,
the "premises".  Mortgagor also assigns to Mortgageo all renot the premises, during continuance of defand enforce the same without regard to ad the name of any party hereto, and to apply upon any indebtedness secured hereby, in statements.	its, issues and profits of said premises, grant ault hereunder, and during continuance of sull equacy of any security for the indebtedness by the same less costs and expenses of opera uch order as Mortgagee may determine.	ing to the property above described, all of which default authorizing Mortgages to enter up thereby secured by any lawful means includition and collection, including reasonable attended 3-24-88  The property above described, all of which is the property of the secure	th or without taking possession on said premises and/or collect ing appointment of a receiver in forney's fees as provided below, principal sum with interest, as
4-8-93 or as ext	ended or rescheduled by the parties hereto	, herewith executed by mortgagor and pay-	Spic to the other or providence
to which Promissory Note reference	is hereby made; (3) Payment of	any additional advances, not in a p	his Mortesee to Morteseor, each
and every advance to be evidenced by a Pro	missory Note of Mortgagor in the amount of ies where the amounts are advanced to prote	the advance; (4) The payment of any money of the security in accordance with the covena	with interest thereon that may into of this Mortgage.
All payments made by Mortgagor on the of	oligation secured by this Mortgage shall be ap	plied in the following order:	engirs, and all other charges and
expenses agreed to be paid by the Morig condition, however, that said Morigagor p assessments, and insurance and interest the	reon as hereinafter provided.	ortgagee or assigns for any amounts Mortgage	ee may have expended for taxes,
casualties as the Mortgagee may specify, use ompanies as Mortgagee may from time proceeds (less expenses of collection) a improvements. In event of loss Mortgage Mortgagor, and each insurance company Mortgagor. (2) To pay all taxes and specific event of default by Mortgagor under Para collectible or not), may (a) effect the insurance collectible or not), may (a) effect the insurance collectible or not), may (a) effect the insuranthout determining the validity thereof, allowed by law, and such disbursements Mortgagor to Mortgagee. (4) To keep the waste of any use of said premises contra Mortgagee to enter at all reasonable time Hundred Eighty (180) Days or restore protto pay, when due, all claims for labor p portion thereof, may be extended or rene releasing or affecting the personal liability said premises for the full amount of said affect any such personal liability on the labor and premises for the full amount of said	of, MORTGAGOR COVENANTS AND A protection to time approve, and to keep the policical that, at Mortgagee's option, be applied to will give immediate notice by mail to y concerned is hereby authorized and disal assessments of any kind that have been or graphs 1 or 2 above, Mortgagee, at its option trance above provided for and pay the reason, and (c) pay such liens and all such disburses shall be deemed a part of the indebtedness buildings and other improvements now or have to restrictions of record or contrary to so for the purpose of inspecting the premises mptly and in a good and workmanlike manner of the purpose of inspecting the premises mptly and in a good and workmanlike manner of any person or corporation for the paym indebtedness then remaining unpaid, and not the hereby created. (6) That he is seized of any will forever defend the title and possession	the protection of Mortgages in such manner es therefor, properly endorsed, on deposit on said indebtedness, whether due or not the Mortgages who may make proof of rected to make payment for such loss did remay be levied or assessed upon said premises (whether electing to declare the whole indebted in the premiums and charges therefor; (b) prements, with interest thereon from the time is secured by this Mortgage and shall be interested referenced in good condition and repair laws, ordinances or regulations of propers, not to remove or demolish any building the any building which may be constructed, days in the time of payment of the indebted in described may, without notice, be released the premises in the simple and has good and thereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and in hereof against the lawful claims of any and any any any and any	or to the restoration of said loss if not made promptly by rectly to Mortgagee instead of s, or any part thereof. (3) In the stedness secured hereby due and say all said taxes and assessments of payment at the highest rate amediately due and payable by public authority, and to permit hereon; to complete within One maged or destroyed thereon and dness hereby secured, or of any of from the lien hereof, without astrument upon the remainder of shall release, reduce or otherwise lawful right to convey the same; all persons whatsoever.
The state of the present of the state of the	) If the Mortgagor shall fail or neglect to pany agreement hereunder, or upon sale or of home improvement which could, if not paired in any court to enforce any lien on, claim under the Promissory Note secured hereby Assignee or any other person who may be as now provided by law in case of past due conveyed, and with or without first taking place and terms of sale, by publication in some conveyed.	ay installments on said Promissory Note as ther disposition of the premises by Mortgage id for, give rise to a claim for Mechanic's Lim against or interest in the premises, then a shall immediately become due and payable entitled to the monies due thereon; and a mortgages, and the said Mortgages, agents of possession, after giving twenty-one days' no some newspaper published in said County and House door of said county, (or the division e sale; First, to the expense of advertising, se	or, or upon contracting without en under the Code of Alabama, ill sums owing by the Mortgagor at the option of the Mortgagee after any one of said events this or assigns, shall be authorized to tice, by publishing once a week of State, sell the same in lots or thereof) where said property is

parcers of an masse as mortgagee, agents of assigns deem oest, in front of the Court flouse door of said county, for the division thereof, where said property is located, at public outery, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including, if the amount financed was \$300.00 or more, a reasonable attorney's fee not to exceed 15% of the unpaid balance; Second, to the payment of have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of then balance of said indebtedness in full, 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 Fourth, the balance, if any, to be turned over to said Mortgager and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and surchase said property if the highest bidder therefor.

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

We will represent the first of

DAVID TAVILER

(2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor, and for faiture to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period. (3) In the event said premises are sold by Mortgagee, Mortgagor, if a signer on the note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's feet and legal expenses as (4) At any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this Mortgage, Mortgagee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) release without warranty, all or any part of said property, Mortgagor agrees to pay reasonable fee to Mortgagee for any of the services mentioned in this paragraph. (5) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may, after deducting therefrom all its expenses, including attorney's fees, as provided for on the reverse side, apply the same as provided above for insurance less proceeds. Mortgagor agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require. (6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively." (7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrnes or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing, (8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage. (9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage not said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect. (10) Except as provided to the contrary herein, all Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein (11) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another, but that he is the Borrower hereunder. (12) With respect to the real property conveyed by this Mortgage, each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights except as to garnishment either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof. IN WITNESS WHEREOF the Mortgagors have hereunto set their signature 5 and seal, this 25 day of March Signed, Sealed and Delivered in the presence of (SEAL) Mark & Werner (SEAL) Witness THE STATE OF ALABAMA Kettersweek said State, hereby certify that \_ <u>Mark S Werner</u> <u>Kathryn</u> Werner whose many Sare signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being differmed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this \_\_\_\_\_\_ day of \_\_\_ FINANCIAI 88 HAR 29 PH 2: 32 Deed Tax Mig. Tax JUNGE OF PERSONS Recording Fee

Indexing Fee 3/2

TOTAL