	1/09	<del></del>	•	
		This instrument	was prepared by a. Cardie	
Rodolfo 1	R, Allarde	(Name) Neni	N. 20th Street	
Jean S	Allarde	(MUU(03#)		
Jean D.		ALABAN	AA FEDERAL SAVINGS	<b>i</b>
39 <mark>7 Ca</mark> ha	ba Valley Road		20th Street	
			pham, Al 35203	•
Helena,	AL 35080		MORTGAGEE	
	MORTGAGOR "I" includes each mortgagor above.	"You" means the	mortgages, its successors (	nd assigns.
	IORTGAGE: For value received, I, Rodolfo R	Allarde and wife.	Jean S. Allarde	
ant, bargain, se real estate de pliances, maci ildings and im buildings, im which is called	ell and convey to you, with power of sale, to secure scribed below and all rights, easements, appuntent hinery, equipment and other articles of personal properties to be erected on the real estate, or to be provements, plant, business or dwelling on the real differences.	the payment of the secured debt ances, rents, leases and existing an operty at any time installed in, attac sused or intended to be used in con estate, whether or not the personal	described below, on	ne real estate, or tr or in the operation
OPERTY ADI	(Street)	(City)		(Zip Code)
BAL DESCRI	part of the same o	,1 7.	•	
SAL DESCRI				12.11.2017.4
Lot 2, I	Block 2, in Indian Springs Rand as recorded in Map Book 4, page	ch according to the S	urvey of Indian S	ргияв Сольту.
Ranch, a	as recorded in Map Book 4, page	29, in the Propate	Office of Sherby	COMPLET & STATE
Alabama.				The All Markets
		V .		
	Shelby	County, Alabama.		<ul> <li>But the second of the second of</li></ul>
		annumbrances of record, munici	nal and zoning ordinances.	current taxes a
LE: I covena	ents not yet due and Prior Mortgage	to Home Federal Savir	qs & LOAN Associa	tion as
assessme	ents not yet due and FATOR FOLGS		- <b>-</b>	<u></u>
	d in Volume 294, page 768	and dobt and the performance of	if the covenants and agreer	nents contained
*6-1	T: This mortgage secures repayment of the securgage and in any other document incorporated h	Bigili adenied none on code	nis mortgage, includes any	amounts I owe y
under thi	is mortgage or under any instrument secured by	tina mortgage.		
	red debt is evidenced by (List all instruments an	nd agreements secured by this m	ortgage and the dates there	of.)
1 The secu	ILEG GEDE IS EAIGBLICEG DA (FISE SIL HISTIGHISS CIT	ia agreement seeme sy as		
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	evolving credit loan agreement dated <u>May 1</u> ough not all amounts may yet be advanced. Full have priority to the same extent as if made or	IIIR ANVANCAB UNGEL ME ORIGONI	Olif Ath Collision Pro-	nt are secured ev will be secured a
	ve obligation is due and payable on <u>May 17</u>	7. 2008		_ if not paid earl
Th = 4444	the applicable accuracy by this mortgage at an	w one time shall not exceed a m	aximum principal amount	of:
ドリナセン	mbayaaad Dallare and III/IIII 🕶		Dallare (C 30)	
plus inte	erest, plus any disbursements made for the pay disbursements.	ment of taxes, special assessme		
plus inte on such	ble Rate: The interest rate on the obligation sec	ured by this mortgage may vary	according to the terms of t	hat obligation.
· 🔣	A copy of the loan agreement containing the	terms under which the interest r	ate may vary is attached to	this mortgage
9 L g	made a part hereof.		ido decerbed below as	all and by ma.
RMS AND C	OVENANTS:   agree to the terms and covenants of	ontained in this mortgage and in a	UÀ LIGELE GARCLIDEG DAIOM SI	: i
Com	nmercial Construction L	<u> </u>	· · · · · · · · · · · · · · · · · · ·	1-1
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IOBÓR `	fo R/ Allarde	//Jean S.	, Allarde	
		Seal)	<u> </u>	(S
<del></del>				• •
VITNESSES:			· · · · · · · · · · · · · · · · · · ·	•
	·-			
	ONENE STATE OF ALABAMA Jeffers	son	, Cou	nty ss:
CKNOWLED		, a Notary Public in and for a		•
	Podolfo P Allarde and Wife.	Jean S. Allarde		<u> </u>
	the foreg	ning conveyance, and wheare	known to me, acknow	ledged before m
Individual	this day that, being informed of the conte	ents of the conveyance, they	_ executed the same volun	tarily on the day
HISTYLGUAL	same bears date.		· ·	
	- unknown complete an	of the		
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Corporate	while doubles being informed of the conte	ents of the conveyance, h	e, as such oπicer at	nd with full auth
	executed the same voluntarily for and as t	the act of said corporation.		198
	Given under my hand this the12th	day of		11-2
	My commission expires:	(	judy 6	tulen
			(Notary Public)	

**ALABAMA** 

## COVENANTS

- 1. Payments, I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full. الأرومانوا والموارية وتوارز وانترا
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage, You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. un la destructification de la companya de la compa
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payments when due, or break any covenants under this mortgage or any obligations secured by this mortgage, or sell or transfer the property without your prior written consent, you are authorized to take possession of the mortgaged property, and with or without taking possession of said property after advertising the time, place and terms of sale, for three successive weeks immediately prior to sale thereof in some newspaper published in the county in which the property is situated, proceed to sell the property covered by this mortgage in lots or parcels or en masses as you, your agents or assigns deem best, at the courthouse door in the county in which the mortgaged property or a part thereof is situated. If the mortgaged property is situated in Jefferson County, Alabama the sale will be conducted at the door of the courthouse of the Jefferson County, Alabama, in Birmingham, 21st Street entrance, at public outdry, to the highest bidder for cash, the proceeds of sale to be applied first to the payment of any liens for taxes, assessments or other prior charges against the property and second to the payment of expenses of sale, including the costs of advertising and reasonable attorney's fees, together with the cost of executing and recording deeds to the purchaser. Thirdly, any balance shall be applied to the payment of the indebtedness owed you and secured by this mortgage. You are hereby authorized to bid for and become the purchaser of the property at any such sale, and we do hereby authorize your attorney making the sale to execute deed to the purchaser of the property covered by this mortgage.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then the control of the co apply to payments on the secured debt as provided in Covenant 1.
  - 8. Walver of Homestead. I hereby waive all right of homestead exemption in the property.
  - Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold.

    Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
  - the complete space of the fact of the state of the complete was properly and the state of the st -10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property Lis discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
  - Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. (1) 10 perform will not preclude you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
  - Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
  - , 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
  - 13. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
  - A STATE OF THE STA 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
  - duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us. The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
  - 15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
  - Any notice shall be deemed to have been given to either of us when given in the manner stated above.

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- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this
- 18. Due-On-Sale. Without your prior written consent, we will abstain from and will not cause or permit any sale, exchange, transfer or conveyance of all or any part of the mortgaged property or any interest therein, voluntarily of by operation of law. Upon any such sale, exchange, transfer or conveyance all sums owed and secured by this mortgage, shall, at your sole option and discretion, become immediately due and payable and. In such event, you may exercise remedies provided in paragraph 6 above.

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~	Jean S. Allarde	ley Boad	Saytona	nd Loan Association	1
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•	Helena, AL 3508	me and Address	Lenders	Name and Address	
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