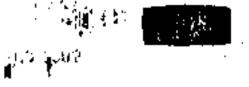
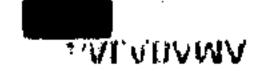
Jimmie J. Barnes	This instrument was prepared by (Name) Cindy Tuten
Linda W. Barnes	(Address) 213 No. 20th St. B'ham, A1, 35203
2716 Corsair Drive	ALABAMA FEDERAL SAVINGS
Birmingham, Alabama 35244	213 North 20th St. B'ham, Al. 35203
MORTGAGOR EG 3110 31	. 1
"I" includes each mortgagor above.  REAL ESTATE MORTGAGE: For value received, I,	arnes and wife. Linda W. Barnes
grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on <u>June 20, 1988</u> , the real estate described below and all rights, easements, appuntenances, rents, leases and existing and future improvements, together with all fixtures, appliances, machinery, equipment and other articles of personal property at any time installed in, attached to, or situated in or on the real estate, or the buildings and improvements to be erected on the real estate, or to be used or intended to be used in connection with the real estate, or in the operation of the buildings, improvements, plant, business or dwelling on the real estate, whether or not the personal property is or shall be affixed to the real estate (all of which is called the "property").	
PROPERTY ADDRESS: 2716 Corsair Drive was the property of the p	Birmingham , Alabama 35244 (City) (Zip Code)
LEGAL DESCRIPTION:	·
Lot 3, according to the Survey of Gentle Forest, as recorded in Map Book 6, Page 63, in the Office of the Judge of Probate of Shelby County, Alabama.  The Office of the Judge of Probate of Shelby County, Alabama.  The probability of the Judge of Probate of Shelby County, Alabama.  The probability of the Judge of the probability of the probability of the Judge of the	
TITLE: I covenant and warrant title to the property, except for encurs	The County, Alabama. The second secon
South, recorded in Mortgage Book 357, page 242; She1by County, Alabama.  SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you	
under this mortgage or under any instrument secured by this	mortgage.
Configuration for the first of the Value of the State of	The ground the first of the second se
CD : 1940	above agreement are secured even though not all amounts may yet be are contemplated and will be secured and will have priority to the same
The above obligation is due and payable on	time shall not exceed a maximum principal amount of:  Dollars (\$ 80,000.00 ),  of taxes, special assessments, or insurance on the property, with interest
X Variable Rate: The interest rate on the obligation secured by	by this mortgage may vary according to the terms of that obligation.  under which the interest rate may vary is attached to this mortgage and led in this mortgage and in any riders described below and signed by me.
TERMS AND COVENANTS: Lagree to the terms and covenants contain  Commercial Construction	ed in this mortgage and in any riders described below and signed by me.
Jamie J. Barnes (Seal)	ALinda W. Barnes
The second of the seco	
WITNESSES: CARRELEVAL OF THE BEST OF THE SERVICE OF	in the second of
ACKNOWLEDGMENT: STATE OF ALABAMA,, County ss:	
Jimmie J. Barnes and wife, Linds  whose name(s) are signed to the foregoing c	onveyance, and who are known to me, acknowledged before me on the conveyance, they executed the same voluntarily on the day the
a corporation, signed to the foregoing of this day that, being informed of the contents of executed the same voluntarily for and as the act Given under my hand this the 20th My commission expires: Sept. 20, 1988	the conveyance, he, as such officer and with full authority, of said corporation.
FRM 7085 ALABAMA TITLE CO., INC.	ALABAMA

230 BECOND AVE. NO.



## COVENANTS



- PACE LOSS SANCTO AND COMPANY OF A SECOND CONTRACTOR 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 The Bright of the Line of the Bright Company
- 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. a construction of the first terminal and the control of the property of the control of the property of the control of the property of the control of the con

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- 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 outcry, 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. Lassign 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 apply to payments on the secured debt as provided in Covenant 1. man, a sale to a contract the secure of the secured debt as provided in Covenant 1. man, a sale to a contract the secure of the secur
- 8. Walver of Homestead. I hereby waive all right of homestead exemption in the property.
- 9. 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.
- 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 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 of the product of the

Offer failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. The State of the sugar-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 the interest from the date of the payment until paid in full at the interest rate in effect on the secured debt. The state of the late of a state of the stat

- Inspection. You may enter the property to inspect if you give the notice beforehand. The notice must state the reasonable cause for your propertion.
- 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.
- makes a material control of makes and production and the particles of addition 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.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

្នះស្នាល់ស្ថិតថា ការ មករាជម្រាប់ ភ្លឺមានស្ថិតនៅសេសសំណារ ស្រុមជាជាធ្វើស ហើយស្រាប់ ប្រហែល ប្រធានការ បាន បានសំពេញ សេស អាមា 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.

- 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 mortgage, Balling there
- 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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The property of the state of th INSTRUMENT WAS FILED AH-9: 26 2. Mtg. Tax 2000 3. Recording 120. 5.00

JUDGE OF PROBATE

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Alabama