onald J. Ma	this and			This instrument w	Thom <u>ure</u>	· · · · · · · · · · · · · · · · · · ·
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1129 Henry D	rive "			215	NORTH 21ST STREE	r
Alabaster, A	1abama 3500	.11	3	22°	MORTGAGEE	
. "I" jr	MORTGAGO notudes each morts			"You" means the n	nortgages, its aucces	sors and assigns.
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- 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 banefit 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 resean, it will not reduce or excuse any scheduled payment until the secured debt is paid in full. The larger of the contract of the parties of the contract of the parties of the table of the table of the contract of the cont
- 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. All insurance policies shall include a standard mortgage clause in favor of you. You will be named as loss payes 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.

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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 fall to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous sentence. If you invoke the power of sale, you will give notice of the sale by publication once a week for three successive weeks in some newspaper published in the county in which the property or any portion of it is located. This notice will give the time, place and terms of the sale, and a description of the property. After this notice is given, the property will be sold to the highest bidder at public auction at the front door of the County Courthouse of the county in which the notice of sale was published.
- 7. Assignment of Rents and Profits. I easign 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.
 - 8. Walver of Homestead. I hereby waive all right of homestead exemption in the property.
 - 9. Lesseholds; 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
 - 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 is 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.

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.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- والمراغية والطائفة المراجع والمحالين المراجع والمجهدات 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. Waiver. 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.
- 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.

- 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 riotice 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 in full and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

CALL 4 \bigcirc

A. C. Carrier, M. C. Sterner, M. G. Sterner, Phys. Rev. Lett. 6, 120 (1997).

1'	Donald J.	his] '' '
1	Wendy W. Math			JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION 215 NORTH 21ST STREET	
1	1129 Henry Dr				
	Alabaster, AL, 35007		BIRMINGHAM, ALABAMA 35203		;
1.		rme and Address er above, jointly and severally		Name and Address ans the lander named above	· ·
1102	TOU TIMESTIN BECTI DOTTON	Minimum Advance \$	500.00	Triggering Balance \$	N/A
September 2	23 19 <u>88</u>	Payment Date:	10th day	Billing Cycle: Ends	25th day
s. Acct. # 00-35-		of every	month	of every	month
of Credit \$ <u>7,000</u>).00	. <u> </u>			
	· 41				
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write a check for at later than the specific ramputed as follows: Find that are due. Note that are due. Note than we add up to balance."	dest the minimum advar des ARE COMPUTED ate or rates each billing criest, we take your loan act lext, we subtract the port to is applied to finance chall the daily balances for lic rate of FINANCE CHAI ally balance. We will app	Finance charges begin to a yele to the "average daily be count balance at the begin that or createrest and credit insurance the billing cycle and divide RGE of 1.00 % each billing a periodic rate of FINANCE.	of the special checks scorus immediately visions of your loan aning of the day and adits received that day premiums.) Then we the total by the num ling cycle (equal to a CE CHARGE of 1.0)	when we make a losn to you. To account for the billing cycle. To subtract any unpaid finance chery which apply to the repayment add any new loans made that ober of days in the billing cycle. In ANNUAL PERCENTAGE RATED % per billing cycle (equal to	he "average daily bala larges and credit insur nt of your loans. (A po day. This gives us the This gives us the "ave
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