REAL PROPERTY MORTGAGE

	MAROLYN S.	BYARS AND HU	SBAND LARRY E. BYA	RS	·		
às "Mortgag	ee"); to secure the	payment of stx	ne or more) and TRANSAN THOUSAND THREE HUN Promissory Note of even o	IDRED SIXTEEN A	ND 10/10	Q******	<u>****</u> Dollars
sell and con	-	•	premises, the Mortgagor, a described real estate situa			-	
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Togeth	er with all and sing	gular the rights, pri	vileges, hereditaments, ea	sements and appurt	enances ther	eunto belonging	or in anywis
appertaining							
			he said Mortgagee, Mortga				
		-	ree from all incumbrances				
If the ki	lortgagor shall sell, the Mortgagee sha	, lease or otherwise all be authorized to	transfer the mortgaged prodectare, at its option, all or	operty or any part the any part of such ind	ereof without ebtedness in	the prior written nmediately due a	consent of th and payable.
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Mortgagee, If the Vol	83						
Mortgagee, If the Vol	BY Co	unty, Alabama; but	this Mortgage is subordina	te to said prior Mortg	age only to th	ne extent of the c	urrent balanc
Mortgagee, If the Vol SHRLI now due on described p	BY Control the debt secured rior mortgage, if sale	unty, Alabama; but by said prior Mortga id advances are mad	this Mortgage is subordina age. The within Mortgage de after the date of the withi	te to said prior Mortg will not be subordina n Mortgage. Mortgag	age only to thated to any a or hereby ag	ne extent of the c dvances secured rees not to incres	urrent baland d by the aboves se the baland
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falls to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at

Mortgagee's option, Insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the Indebtedness,

less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee

or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate

as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

15-011 (Rev. 6-90)

GUARANTY LANd title, Inc.

ORIGINAL

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sums expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving eighteen days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the main door of the Court House of the County (or the division thereof), where a substantial and material part of the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salarled employee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other incumbrances, with interest thereon; Third, to the payment of the 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 the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's Interest in the real estate under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

	March & Byars MARY E. BYARS LARRY E. BYARS	(Seal) (Seal)
THE STATE OF ALABAMA	, THE UNDERSIGNED AUTHORITY	, a Notary Public
SHELBY COUNTY	In and for said County, In said State, hereby certify thatMAROLYN_HUSBAND_LARRY_E. BYARS	S. BYARS AND whose
name(s) is/are known to me, acknowledg the same voluntarily on the day the same	ed before me on this day that being informed of the contents of the conv bears date.	eyance, they executed
Given under my hand and seal t	his 10TH day of DECEMBER	19 <u>93</u>
My Commission Expires: 4-25-9	Notary Public Howard Keith Jen	ke

Inst # 1993-40094

12:14/1993-40094
12:17 PM CERTIFIED
SHOUBY COUNTY JUDGE OF PROBATE
002 MJS 20.60

ORTGAGE