

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

AVCO FINANCIAL SERVICES of Ala Inc
2976-D Pelham Pkwy Ste D

693704489

THIS INSTRUMENT WAS PREPARED BY MORTGAGEE

FIRST

INITIAL

SPOUSE'S NAME

Campbell

Larry

Campbell, Marilyn

Pelham

ALABAMA

State of Alabama:

35124

Mortgagee hereby conveys to Mortgagee, the following described real estate in the County of Shelby

Inst # 1999-17582

See Exhibit A

04/27/1999-17582
11:18 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MMS 20.15

TOGETHER WITH all buildings and improvements now or hereafter erected thereon, all of which, shall be subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property, all of which is referred to hereinafter as the "premises".

Mortgagee also assigns to Mortgage all rents, of said premises, granting the right to collect and use the same, with or without taking possession of the premises, during any default hereunder, and during such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees as provided below, upon the indebtedness secured hereby

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in a Promissory Note dated 04-23-99, whose final payment is due on 05/10/2004 or as extended or rescheduled by the parties hereto, herewith executed by Mortgagor and payable to the order of Mortgagee in the sum of \$6000.15 with interest thereon, as may hereafter be loaned by

04-23-99, whose final payment is due on 08/18/2000 or as extended or rescheduled by the parties hereto, more or less than \$6000.15 with interest thereon, as may hereafter be loaned by which Promissory Note reference is hereby made; (3) Payment of any additional advances, not in a principal sum in excess of \$6000.15 with interest thereon, as may hereafter be loaned by Mortgagee or the then holder of this Mortgage to Mortgagor; (4) The payment of any money with interest thereon that may be advanced by the Mortgagee to third parties where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order: FIRST: To the payment of taxes and assessments that may be levied against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor. SECOND: To the payment of said note in the manner set forth in said note.

insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor. SECOND To the payment of said note in the highest and best manner possible.

TO PROTECT THE SECURITY THEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied upon said premises. (3) To keep said premises free from all prior liens except the existing first mortgage, if any. (4) To pay when due any prior lien or Mortgage on the premises and, notwithstanding any right or option granted by any prior lien or by any prior mortgagee to permit the principal balance of such prior lien to increase, not to permit the principal balance of such prior lien to increase above the balance existing thereon at the time of the making of this Mortgage. (5) In the event of default by Mortgagor under Paragraphs (1), (2), (3) or (4) above, Mortgage, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for any pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the liability therefor, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (6) To keep the premises in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, to remove or demolish any building thereon to complete within One Hundred Eighty (180) days or restore promptly and in a good and workmanlike manner any building which may be destroyed, damaged, or removed, and to pay, when due, all claims for labor performed and material furnished therefor. (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created.

[illegible]

IN WITNESS WHEREOF the Mortgagors, have hereunto set their signature S and seal, this 23rd day of April

Signed, ~~Sealed~~ and Delivered in the presence of

Sealed and Delivered in the presence of
Glenn Howard

မြို့ပေါ်စု

Witness
Grand Juror

Witness

THE STATE OF ALABAMA
County _____

Shelby

[Signature]

Larry Campbell

Larry Campbell
Marilyn Campbell
Mortgage - Borrower

Marilyn/Campbell

I, Margaret L. Hawkins, a Notary Public in and for said County, in said State, hereby certify that Larry Campbell and Marilyn Campbell whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of April, 1999

Margaret L. Zouckin

Notary Public

1500056345
CAMPBELL

EXHIBIT A

INSTRUMENT #1993-22187
FROM THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 15 EAST, RUN EAST ALONG THE SOUTH BOUNDARY OF SAID SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ A DISTANCE OF 150.0 FEET; THENCE TURN 88 DEGREES 22 MINUTES LEFT AND RUN 570.0 FEET; THENCE TURN 88 DEGREES 22 MINUTES RIGHT AND RUN 100.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE TURN 91 DEGREES 38 MINUTES RIGHT AND RUN 200.0 FEET; THENCE TURN 91 DEGREES 38 MINUTES LEFT AND RUN 200.0 FEET; THENCE TURN 88 DEGREES 22 MINUTES LEFT AND RUN 200.0 FEET; THENCE TURN 91 DEGREES 38 MINUTES LEFT AND RUN 200.0 FEET TO THE POINT OF BEGINNING. ALSO THE RIGHT OF INGRESS AND EGRESS OVER AND ALONG THAT CERTAIN EXISTING ROADWAY LEADING IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION ACROSS REMAINING PROPERTY OF LORA D. NAYLOR TO LAY LAKE. ALSO THAT CERTAIN 20' X 20' PIER LOCATED ON THE NORTH END OF THE SLOUGH WHICH ADJOINS THE REMAINING PROPERTY, FORMERLY OWNED BY LORA D. NAYLOR. LESS AND EXCEPT PROPERTY RECORDED IN DEED BOOK 313, PAGE 202.

INSTRUMENT #1993-22190
COMMENCE AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 15 EAST AND RUN EAST ALONG THE SOUTH BOUNDARY OF SAID SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ A DISTANCE OF 150.00 FEET; THENCE TURN 88 DEGREES 22 MINUTES LEFT AND RUN 570.00 FEET; THENCE TURN 88 DEGREES 22 MINUTES RIGHT AND RUN 100.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE TURN 91 DEGREES 38 MINUTES RIGHT AND RUN 80.0 FEET; THENCE TURN 91 DEGREES 38 MINUTES LEFT AND RUN EASTERLY 178.0 FEET TO THE WESTERLY LINE OF A DRIVEWAY OR ROAD EASEMENT LEADING FROM THE MAIN GRAVEL ROAD IN A SOUTHWESTERLY DIRECTION TO THE RESIDENCE OF THE WOODARDS; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID DRIVEWAY OR ROAD EASEMENT WHERE THE SAME INTERSECTS THE WEST LINE OF THE GRAVEL ROAD; THENCE RUN IN A NORTHERLY DIRECTION ALONG SAID GRAVEL ROAD A DISTANCE OF 58.0 FEET, MORE OR LESS, TO THE YOUNG PROPERTY; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID YOUNG PROPERTY A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. ALSO THE RIGHT OF INGRESS AND EGRESS OVER AND ALONG THAT CERTAIN DRIVEWAY OR ROAD EASEMENT LEADING FROM THE MAIN GRAVEL ROAD IN A SOUTHWESTERLY DIRECTION TO THE RESIDENCE OF THE WOODARDS. ALSO THE RIGHT OF INGRESS AND EGRESS OVER AND ALONG THAT CERTAIN EXISTING ROADWAY LEADING IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION ACROSS THE REMAINING PROPERTY FORMERLY OWNED BY LORA D. NAYLOR TO LAY LAKE, AS SHOWN BY DEED BOOK 293, PAGE 831 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. IMOGENE H. GOODLETT IS SURVIVING GRANTEE IN DEED BOOK 313, PAGE 202. CHARLES D. GOODLETT HAVING DECEASED JUNE 30, 1989.

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