

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned

Larry E. Tyer and wife, Jackie D. Tyer  
justly indebted to JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM in the  
sum of Eleven Thousand and no/100 ----- Dollars,  
(\$ 11,000.00 ), evidenced by one promissory note of even date herewith, with interest at the rate as set forth  
in said note, payable in monthly payments of One Fundred Forty-Five and 37/100 -----  
-----Dollars (\$ 145.37 )

on the 1st day of each and every month commencing March, 1977, each of said payments to  
be applied first to the payment of interest on the then unpaid balance of principal, and the remainder of said pay-  
ment to be applied upon the principal indebtedness until the entire indebtedness has been paid in full; ~~and the mortgagors~~  
~~do hereby covenant and agree to pay to the mortgagee the principal and interest on the mortgage as provided in the promissory note~~  
~~and to secure the prompt payment of the same at maturity, we, the undersigned, herein-~~  
~~after called "Mortgagors," do hereby Grant, Bargain, Sell and Convey unto the said JEFFERSON FEDERAL~~  
~~SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM, a body corporate, hereinafter called "Mortgagee," the fol-~~  
~~lowing described real property situated in Jefferson County, Alabama, to-wit:~~  
provided that nothing herein contained shall be considered as limiting the  
amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained  
in this mortgage; and, whereas, it is desired by the undersigned to secure the prompt payment of said indebtedness and any  
additional advances made by the mortgagee to the mortgagors or their successors in title, as provided herein, with interest  
when the same falls due;

NOW, THEREFORE, in consideration of said indebtedness ~~and the mortgagee's agreement~~ as  
provided for in this mortgage, and to secure the prompt payment of the same at maturity, we, the undersigned, herein-  
after called "Mortgagors," do hereby Grant, Bargain, Sell and Convey unto the said JEFFERSON FEDERAL  
SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM, a body corporate, hereinafter called "Mortgagee," the fol-  
lowing described real property situated in ~~Jefferson County~~, Alabama, to-wit:  
Shelby County

Beginning at the Easternmost corner of the lot formerly owned by E.D.  
Carpenter, on Middle Street, the same being at a point 150 feet northerly  
from the intersection of the Northerly line of Main Street and Westerly  
line of Middle Street, running thence Southerly along said Middle Street  
25 feet, thence Westerly and Parallel with Main Street 46 feet and 6 inches  
thence Northerly and parallel with Middle Street 25 feet, thence Easterly  
and parallel with Main Street 46 feet and 6 inches, to point of beginning:  
said lot or parcel of land being a part of Lot No. 21, in the Town of  
Montevallo, according to the Original Plan of said Town, as recorded in  
the Office of the Probate Judge of Shelby County, Alabama, and being  
situated in Shelby County, Alabama-.

This mortgage is a mortgage of correction to correct a mortgage dated  
February 10, 1977 and recorded in Map book 370, page 178 in the office  
of the Judge of Probate, Shelby County Alabama and covers the same  
indebtedness.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway  
appertaining including any after acquired title and any improvements, equipment, fixtures and accessories now on  
said real property or hereafter placed thereon, including but not limiting the generality hereof, all heating, lighting,  
plumbing, cooking and refrigerating equipment, attached to or used in connection with the real estate hereinabove  
described which shall be deemed to be fixtures and a part of the realty and are a portion of the security for the in-  
debtedness herein mentioned, all of said property being warranted free from all encumbrances and against any adverse  
claims.

TO HAVE AND TO HOLD, unto the said mortgagee, its successors and assigns forever.

The Mortgagors do hereby covenant and agree as follows: To keep the buildings and improvements now existing or hereafter to be  
erected or placed on said mortgaged premises in good repair and constantly insured, in companies acceptable to the Mortgagee, up to  
their full insurable value, against loss by fire, windstorm and such other causes as the Mortgagee may hereafter require, and to deliver to  
said Mortgagee the policies of insurance and their renewals when due, in such form as the Mortgager may elect, such policies to be made  
payable to the Mortgagee as its interest may appear by mortgage clause approved by it (any and all amounts received by Mortgagee under  
any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole  
discretion elect or at the option of Mortgagee, the entire amount so received or any part thereof may be released); to suffer and permit no  
nuisance to exist upon said premises, and no unlawful use thereof, and no other act upon said premises (or omission to act), that may im-  
pair or diminish the value of the mortgaged property or the security intended to be effected by virtue of this instrument; to pay all taxes,  
special assessments, bills for repairs, and any and all expenses incident to the ownership of the mortgaged property when due and payable, in  
order that no lien superior to that of the Mortgagee may be created against the property during the term of this mortgage, and to exhibit, upon

THIS INSTRUMENT PREPARED BY: Jefferson Federal Savings & Loan Asso.  
211 N. Main Street, Montevallo, AL. 35115



demand, at the option of the Mortgagee, all receipts for and taxes and assessments. In case of failure of the Mortgagors to do so, the Mortgagee may insure said property, pay such taxes or special assessments; or redeem said premises from any tax sale, or purchase any tax title obtained, or that shall be obtained thereon; and the Mortgagee may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be against said premises, or to make repairs and improvements to said premises; and all moneys paid for any such purpose, and any other moneys disbursed by the Mortgagee to protect the lien of the mortgage shall be added to the unpaid balance of the aforesaid obligation as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said Mortgagors; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or material men, or into the necessity of such repairs and improvements in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend money for taxes or special assessments, or for other purposes aforesaid, including repairs and improvements.

It is understood and agreed by and between the Mortgagee and the Mortgagors that: It is the intent and purpose of this mortgage to secure the payment of the herein referenced note and any additional advances made by the mortgagee to the mortgagors or their successors in title, as provided herein, whether the entire amount shall have been advanced to the Mortgagors at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in this mortgage plus any amount or amounts that may be added to the mortgage indebtedness under the terms of the immediately preceding paragraph. And that upon the full payment of said obligations and upon performance of all of the covenants and agreements herein contained to be done and performed by the said Mortgagors, the said Mortgagee will release this mortgage at the Mortgagors' expense. All rights and obligations under this mortgage shall extend to and be binding on the several heirs, executors, administrators, successors and assigns of the parties hereto.

Together with and in addition to the monthly payments of principal and interest and any other charges payable under the terms of this mortgage and the note secured hereby, the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee, on the day of each month on which the note calls for the payment of principal and interest until said note is fully paid: A sum equal to the premiums that will next become due and payable on policies of life, accident and health as appropriate and on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premium, taxes and assessments will become due, such sums to be held by Mortgagee in trust without interest to pay said premiums, taxes and special assessments; and a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

Whenever the word "Mortgagors" occurs in this instrument, it shall be held to mean "Mortgagor" when only one person signs this instrument, and shall also be held to mean at any time the person or persons who have acquired legal possession of the property covered by this mortgage; likewise, the words, "him," or "himself," shall be held to mean "her" or "herself," or "they," or "themselves," according to the sex and number of the Mortgagors.

Upon default in the payment of any sum evidenced by said note or any additional note or advance agreement, as provided for in this mortgage and secured by this mortgage, either principal or interest, or in the payment of any other sum which may be a charge upon the property described in this mortgage under the terms thereof; or the making of any contract or agreement by the Mortgagors whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises; or in case of actual or threatened alteration, repair, addition to, and demolition or removal of any building on the mortgaged premises without the consent of the Mortgagee first had and obtained in writing; or in case any act is done or suffered to be done by the Mortgagors whereby the security of this mortgage shall be weakened, diminished or impaired; or if the mortgagor should convey the real property herein mortgaged or any interest therein to any other party without first obtaining written consent from mortgagee; or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or any means other than inheritance; or upon the filing of proceedings in bankruptcy by or against the Mortgagors, or the institution of any legal proceeding to enforce a mortgage or other lien against the property covered by this mortgage; or upon the default of the Mortgagors in the performance of any one of the covenants or agreements contained herein upon their part to be done and performed, the Mortgagee may at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with interest thereon, or any other charge against said property under the terms of this mortgage, due and payable, and take possession of said property and appropriate the rents, issues and profits therefrom to the payment of any sum secured by this mortgage or any prior charge against the mortgaged premises or to the expenses of foreclosing this mortgage, and may proceed to foreclose this mortgage under the power contained herein, or by a proceeding in a court of competent jurisdiction.

In the event of the happening of any one of the events enumerated in the last preceding paragraph, the Mortgagors do hereby authorize the Mortgagee 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 said sale in some newspaper published in the County in which the above described premises or a part thereof is situated, proceed to sell the property covered by this mortgage in lots or parcels or en masse as mortgagee, agents or assigns deem best, at the Court House door in the County in which the above described premises or a part thereof is situated, at public outcry, to the highest bidder for cash, the proceeds of said 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 the expenses of said sale, including the cost of advertising, and reasonable attorney's fees, the cost of executing and recording deeds to the purchaser; third: Any balance to the payment of the indebtedness evidenced by said note or any additional note or advance agreement, as provided for in this mortgage and secured by this mortgage, including interest to the date of sale and any other sum which may be a charge upon the premises described in this mortgage under the terms hereof, and fourth: Any balance shall be paid to the Mortgagors. The undersigned Mortgagors do hereby authorize and empower the Mortgagee to bid for and become the purchaser of the property described in this mortgage or any portion thereof, whether said sale be made under the power contained in this mortgage, or under decree of some court of competent jurisdiction, and do hereby authorize the attorney for the Mortgagee or the auctioneer making said sale, to execute deed to the purchaser at any sale of the premises covered by this mortgage, thereby vesting in the purchaser all right, title and interest of the Mortgagors in and to all of the property, of whatsoever kind, covered by this mortgage, and undersigned further agree to pay a reasonable attorney's fee to Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should same be so foreclosed, said fee to be a part of the debt hereby secured.

Mortgagor hereby assigns to Mortgagee any and all awards or damages, actual and consequential, for the taking of any portion or all of the mortgaged premises, by the exercise of the right of eminent domain or condemnation, including but not limited to, damages or awards for changes to the grades of streets, or acquiring title to streets. The proceeds of such awards or damages, when received by Mortgagee, shall be applied at the option of Mortgagee either in reduction of the mortgage indebtedness or shall be paid to Mortgagor or Mortgagor's assigns. Notwithstanding that the assignment of awards referred to herein shall be deemed to be self-executing, the Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and in the issuing of a warrant, by the condemnor, for the payment thereof, shall execute, at the Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to the Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this mortgage then remaining unpaid, with interest thereon, at the rate specified herein, or in the note which this mortgage secured, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this mortgage, and also, together with any other indebtedness which the Mortgagor may owe to the Mortgagee.

Mortgagor hereby covenants and agrees to furnish the Mortgagee with war damage insurance in such amounts as the Mortgagee may from time to time require in companies at all-times satisfactory to the Mortgagee, and deliver all policies of war damage insurance from time to time carried, to the Mortgagee with mortgage clause attached thereto, in form and substance satisfactory to the Mortgagee, making loss, if any, under said policies payable to the said Mortgagee, as additional security.

In the event the real property described herein is improved for commercial uses, it is hereby made an express term and condition of this mortgage that Mortgagor will furnish to Mortgagee annually, audited statements prepared by a Certified Public Accountant in form satisfactory to the Mortgagee and in such detail as the Mortgagee may reasonably require, on any tenant or tenants occupying any part of the premises covered by this mortgage, showing the minimum rents, percentage rents, other income, sales volume of tenant or tenants where leases provide for payment of rental based on percentage of volume of business done and the detailed operating expenses of the property which is the security for this mortgage. Such audited statements shall be furnished annually to the Mortgagee by Mortgagor within sixty (60) days following the end of Mortgagor's fiscal year or within sixty (60) days following the close of each fiscal or calendar year.

This conveyance shall constitute a security agreement of the Uniform Commercial Code as may from time to time be enforced in the State of Alabama.

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_  
NOTARY PUBLIC  
My Comm. Expires \_\_\_\_\_

1960 SEP 29 AM 10:25



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IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 26th day of September 19 80

WITNESSES:

[Signature] (SEAL)  
Larry E. Tyer

[Signature] (SEAL)  
Jackie D. Tyer

\_\_\_\_ (SEAL)  
19800929000109410 Pg 3/3 .00  
Shelby Cnty Judge of Probate, AL  
09/29/1980 00:00:00 FILED/CERTIFIED \_\_\_\_ (SEAL)

STATE OF ALABAMA,  
Jefferson County

I, Anthony F. Holmes, a Notary Public in and for said County, in said State, hereby certify that  
Larry E. Tyer and Wife, Jackie D. Tyer, whose  
name(s) 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 such conveyance, they executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal, this the 26 day of September 19 80.

My Commission Expires December 2, 1982

[Signature]  
Notary Public.

STATE OF ALABAMA,  
Jefferson County

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that  
\_\_\_\_\_, whose  
name as \_\_\_\_\_ of the \_\_\_\_\_, a  
corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of  
the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said  
corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
1980 SEP 29 AM 10:25  
[Signature]  
JUDGE OF PROBATE  
Rec. 450  
100  
550