19800929000109500 1/2 \$.00 Shelby Cnty Judge of Probate, AL 09/29/1980 12:00:00AM FILED/CERT

REAL ESTAIL MORTGAGE Prepared By B. Smith

SECURED PARTY:

HOMEMAKERS FINANCE SERVICE, INC., d/b/a

PRIOR ACCT NO

GECC Financial Services

IGE N ROBERTS

ACCOUNT NO.

BORROWER(S)

LOAN DATE CO-BORROVIER

· 149PATRICIA

FIRST PAYMENT DUE | FINAL PAYMENT DUE

31RMINGHAM ALA

349\_25 11-03-60 10-03-90 OTHERS DUE SAME

REAL ESTATE MORTGAGE

THE STATE OF ALABAMA

Shelby County

2834 ALTADENA HAY SO

THIS INDENTURE, made and entered into this 26th day of September 1980

by and between

Joe N. Roberts and Patricia Roberts (wife)

parties of the first part, hereinafter referred to as mortgagor, and Homemakers Finance Service, Inc., a corporation, party of the and part, hereinaster reserred to as mortgagee,

Witnesseth:

S WHEREAS, the said

Mortgagors

justly indebted to the party of the second part in the principal sum of as evidenced by note bearing even date herewith, payable as indicated above.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the

City of

Birmingham

County of Shelby State of Alabama

to-wit: Lot 13, Block 1, according to the Awtrey and Scott Addition to Altadena South as recorded in Map Book 5, page 121, in the Probate Office of Shelby County, Alabhaa, amended by Map Book 5, Page 123, in said probate Office.

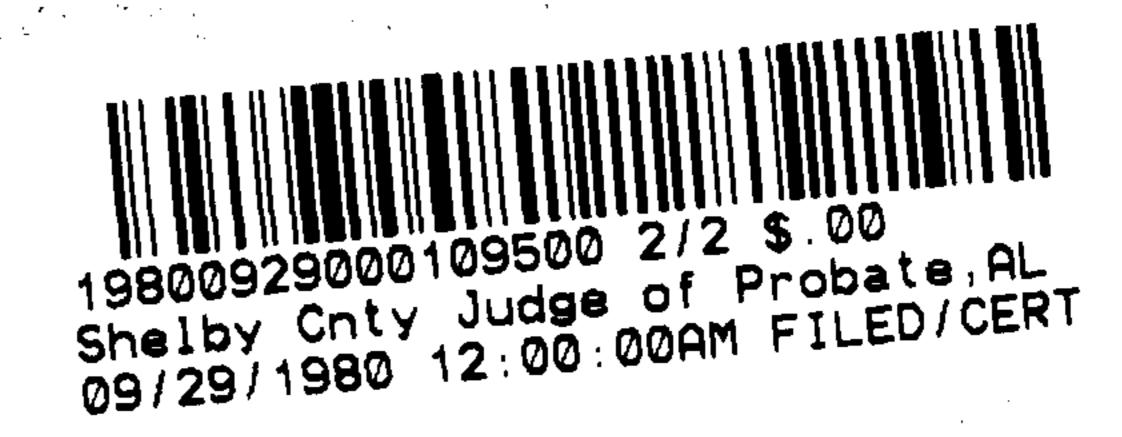
Together with all the rights; privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, venetian blinds, gas, steam, electric and all other heating, lighting, refrigeration and cooking apparatus, elevators, ice boxes, plumbing and other appliances and equipment appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned coverant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid: that the said premises are free of all incumbrances except as noted (if none, so state):

and the understance will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

If this mortgage is junior and subordinate to another mortgage heretofore executed by mortgagors (the 'First Mortgage'), it is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of the First Mortgage, the mortgagec herein shall have the right, without notice to anyone, to make good such default by paying whatever amounts may be due under the term of the First Mortgage so as to put the same in good standing, and any and all payments so made, together with indebtedness thereon from the date of payment, shall be added to the indebtedness secured by this mortgage and the same, together with interest thereon, shall be immediately due and payable, at the option of the mortgagee, and this mortgage subject to foreclosure in all respects as provided by law and by the provisions hereof.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said marigager, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such companies as may be satisfactory to the mortgagee, for at least the insurable value of the improvements located upon the mortgaged premises, (and in no event for an amount less than the unpaid principal amount of the indebtedness secured hereby) against loss by fire and against all losses now or hereafter covered by Extended Coverage Insurance or any policy of sin flar type, Wir Damage Insurance, as required by marigagee, and against such other hazards as mortgagee may reasonably require, with loss, if any, payable to said mortgaged, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgage may, at its option, insure said property for its insurable value against such losses, for its own benefit, the proceeds from such insurance, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises: all amounts so expended by said morigagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness struzed by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.



The undersigned agree to take good care of the premises above described; and not to commit or per "I any waste thereon, and to king the same repaired, and at all times to maintain the same in an good condition as they now are, rear rable wear and tear alone. or, copied

In addition to the property hereinshove mortgoged and conveyed to secure the indebtedness herein to smoot to, murigagor does er penyles, assign, on our entry of a neighbore of the commonguise as turche, recurity for the incomedialss socialed hereby. gest and every policy of hazard insurance now and hereafter delivered to mortgages in accordance with the provisions of this morigage, together with all of the right, title and interest of mortgagor in and to each and every such policy, and without limitation. all in mortgagor's right, title and interest in and to any premiums paid on such hazard insurance including all rights to return and

the undersigned agree that no delay of feilure of the mortgagee to exercise any option to declare the mostifity of any debt gegeweet by this mortgage, shall be taken or deemed his waiver of its right to exercise such outlon, or to declare such forefeller, either my past or present default, and it is further agreed that no terms or conditions contained in this more gage can be waived, alrered on changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

Siter any default on the part of the mortgagor the mortgages shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises; with power to lease and control the

said premises, and with such other powers as may be deemed necessary. UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extension thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and manifold of other lights and interest thereon, and show do and perform all other acts and thinks herein agreed to be come, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgages under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgagee in said property become endangered by reason of the entorcement of any prior lien or incumbrance thereon, so as to endanger the debt 🕆 🚭 hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest 250. secured by this mortgage, or by virture of which any tax or assessment upon the mortgaged premises shall be chargeable against the bases owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon shall at once become due and payable at the oution of said multgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and whether or not possession is taken. after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for eash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or may then be necessary to expend, in paying insurance, taxes and other incumbrances, with East interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, 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 morigagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may, bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or [H ] by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser

for and in the name of the undersigned a good and sufficient deed to the property sold. Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the

maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by

privilege	lersigned, shall bind the herein reserved or secur VTESTIMONY WHERE	ed to the mortgagee, sh	hall inure to the l	penesit of its succes	ssors and assigns.	<ul> <li>★ 5.5 % → 2.2%</li> </ul>	**
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STATE	OF ALABAMA	3:9 SEP 29	P.4 2: 44				
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