REAL ESTATE MORTGAGE

6 10-6632

STATE OF ALABAMA

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS: That

This instrument was prepared by: Judy A Wilson

Central Bankof Birmingham

WHEREAS, the undersigned Glenn H Stanley and spouse Shelia Ward Stanley

(hereinafter called "Mortgagors", whether one or more), are, contemporaneously with the execution hereof, becoming indebted to Central Bank of <u>Birmingham</u> (hereinafter referred to as "Bank" or "Mortgagee"), in the sum of Eleven Thousand Four Hundred Twenty-Nine &91/100 Dollars (\$\frac{11429.91}{21429.91}) principal, as evidenced by a promissory note of even date herewith, payable to Bank with interest thereon, on demand or as otherwise provided therein, or:

WHEREAS, said Mortgagors may hereafter become indebted to said Bank on promissory notes or otherwise; and

WHEREAS, it is desired by the parties to secure said principal amount with interest, and any and all other additional indebtedness of said Mortgagors to said Bank, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, all of which are hereinafter referred to as "other indebtedness".

NOW, THEREFORE, the undersigned Mortgagors and all others executing this mortgage, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions or renewals of same, and any charges herein incurred by Bank on account of Mortgagors, including but not limited to attorney's fees, and any and all other indebtedness of Mortgagors to Bank as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the note, have bargained and sold and do hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, that certain real property in the County of Shelby, State of Alabama, described as follows, to-wit:

See attached Schedule "A"

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Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

Together with all and singular the rights, privileges, tenements, hereditaments, improvements, fixtures and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the above granted property unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagors shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the promissory note of even date herewith, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagors, and shall pay all charges incurred herein by Mortgagee on account of Mortgagor, including, but not limited to attorney's fees, and shall pay any and all other indebtedness of Mortgagors to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals or extensions thereof, whether incurred or given as maker, endorser, guarantor or otherwise, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the note and in this mortgage expressed to be kept, performed, and observed by or on the part of the Mortgagors, all without fraud or delay, then this mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

Upon the happening of a default in the payment of said note(s), or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any other debt, obligation or liability hereby secured, or any renewals or extensions thereof when due, or upon default in the performance of any of the covenants or agreements herein contained, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should the Mortgagors file a voluntary petition in bankruptcy, or be adjudged as a bankrupt or insolvent, or should Mortgagors seek or acquiesce in a general assignment for the benefit of creditors, or seek or acquiesce in any arrangement or other relief under law for relief of debtors, the Mortgagors hereby vest the Mortgagee with full power and authority to sell said property at public auction at the front door of the courthouse of said county. Such sale may be in lots or parcels or en masse as Mortgagee's agents, auctioneer or assigns deem best, for cash, to the highest biddder, after first giving twentyone (21) days' notice of the time, place and terms of such sale, together with a description of the property to be sold, by publishing the same once a week for three (3) consecutive weeks in a newspaper published in said county and state. Mortgagee has full power and authority to make proper conveyance to the purchaser and to apply the proceeds of said sale: First, to the payment of the expenses of such sale including advertising, selling and conveying, including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the said Mortgagors. The said Mortgagee may, at any sale made under this mortgage, become the purchaser of said property, or any part thereof or interest therein, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this mortgage shall be evidence of the facts therein recited.

The Mortgagors, their heirs, executors and administrators, hereby covenant with the Mortgagee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said property, that said property is free from all liens and encumbrances, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

Form No. 99/32-02

My commission expires: ____

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Shelby Cnty Judge of Probate, AL
10/01/1980 12:00:00AM FILED/CERT

ine mortgag	ors lurther expressly agree and covenant:	Shelby Cnty Judge of Probate, AL 10/01/1980 12:00:00AM FILED/CERT	
1. To p		d interest thereon, when they respect the fall due.	
2. To keep any buildings now or hereafter erected on said property in good repair, and insured against fire and windstorm, and such other risks as Mortgagee may designate, by policies made payable to the holder of this mortgage as its interests may appear, and deposited with the Mortgagee. Such policies shall be in an amount, not exceeding the in debtedness hereby secured and not exceeding the value of said buildings, as may be required by the Mortgagee.			
	he improvements situated on the property in mises, and not to remove any fixtures.	a reasonable state of repair and not to commit or permit	
said property be		charges which are now, or may become effective against ith all penalties, costs, and other expenses incurred, or	
any portion there action at law, the	of, or to foreclose this mortgage by sale under	to collect the debt or any of the debts hereby secured, or the power herein contained, or by bill in equity, or by an asonable attorney's fee, and this mortgage shall stand as	
the Mortgagee, as prosecute or defe	nd in the event of litigation arising over the ti	ne property above described, subordinate to the rights of the to, or possession of said property, the Mortgagee may ded by the Mortgagee in this behalf it shall have an addi-	
7. That if the same, and for any gage, upon said p	sums expended by the Mortgagee in this bel	duties herein specified, the Mortgagee may perform the half, it shall have an additional lien, secured by this mort-	
character now or ed, and the mone	hereafter placed against said property, or for	nonies as may be necessary to discharge any liens of any any work done upon said property, or materials furnish, shall be added to the indebtedness secured by this mortby Mortgagor.	
	tgagors covenant that they will not sell or of written consent of the Mortgagee.	therwise transfer or dispose of the mortgaged property	
The state of the s	ons hereof shall inure to and bind not only the successors and assigns.	parties hereto, but also their respective heirs, executors,	
IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this theday of			
		MO 11-Ham D	
		Glenn H Stanley (SEAL)	
		1) / (SEAL)	
		Shelia Ward Stanley	
. •		By: Milling Flores	
-		Its: MANAGER	
STATE OF A	labama	Its: MANAGER	
COUNTY OF J	efferson		
certify that	Judy A Landers ,al Glenn H Stanley and spouse Shel:	Notary Public in and for said County, in said State, hereby La Ward Stanley	
whose name(s)	are signed to the foregoing conveyance, a	nd whoare known to me, acknowledged before me on	
	ng informed of the contents of this conveyance	e,executed the same voluntarily on the day the	
Given under	my hand and official seal this 5th day of	Sept 197 80.	
	En Commission Explies dell [1]	- Marie de la constante de la	
My commission	expires:	Notary Public	
STATE OF			
COUNTY OF		·	
hereby certify th	at	, a Notary Public in and for said County, in said State,	
whose name as	of		
a corporation, is being informed o	signed to the foregoing conveyance, and who is the contents of such conveyance, he, as such the act of said corporation.	s known to me, acknowledged before me on this day that, officer and with full authority, executed the same volun-	
Given under	r my hand and official seal this day of	. 197	
		Notary Public	

Schedule "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Southeast corner of said Quarter- Quarter section, run in a Northerly direction along the East line of said Quarter-Quarter section for a distance of 534.27 feet to the Southeast corner of lot 4, Royal Oaks First Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7 Page 17; thence turn an angle to the left of 97 degrees, 34 minutes, and run in a Southwesterly direction along the South line of said Lot 4 for a distance of 152.59 feet to the Southwest corner of said lot 4 being the point of beginning; thence turn an angle to the right of 180 degrees and run in a Northeasterly direction along the South line of said lot 4 for a distance of 152.59 feet to the Southeast corner of said lot 4; thence turn an angle to the right of 97 degrees and 34 minutes and run in a Southerly direction along the East line of said Quarter-Quarter section for a distance of 144.27 feet; thence turn an angle to the Right of 92 degrees, 02 minutes, 15 seconds and run in a Westerly direction for a distance of 179.60 feet to a point on the East right of way line of Elizabeth Drive as shown on said map of Royal Oaks First Sector; thence turn an angle to the Right and rum along said East right of way line for a distance of 121.61 feet to the point of Beginning.

INSTALLMENT LOAN DATED SEPT. 6,1980
MORTGAGE

STATE OF ALA. SHELBY CO.

J. CERTIFY THIS

1980 OCT. 11 AM 9: 20 June 1.00

201.75

GLENN H. STANLEY

SHELIA WARD STANLEY

My Commission Expires July 27, 1992