

# REAL ESTATE MORTGAGE

Prepared by B. Smith

REQUIRED PARTIES  
HOMEMAKERS FINANCE SERVICE, INC.  
GECC Financial Services

11 1 4400R RD BHAW ALA 35209

2036

ACCOUNT NO DUE PRIOR ACCT NO  
120089-97 06

LOAN DATE

10-30-80

MARY JO DUNLAVY

1710947

2012 RIDGE TOP COURT

BIRMINGHAM ALABAMA 35244

SCHEDULE OF PAYMENTS - THE FIRST ONE

OF \$ 112.00

AND

OF \$

112.00 12-06-80 11-06-84

3881.52

## REAL ESTATE MORTGAGE

THE STATE OF ALABAMA }  
Shelby County }

THIS INDENTURE, made and entered into this 30th day of 1980

by and between

Mary Jo Dunlavy ( a single person )



19801031000124190 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
10/31/1980 00:00:00 FILED/CERTIFIED

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

**Witnesseth:**

WHEREAS, the said Mortgagors

justly indebted to the party of the second part in the principal sum of \$3881.52  
and 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 Hoover County of Shelby State of Alabama  
to-wit:

Lot 58, according to the survey of Riverchase West, Divided Ridge, 1st Addition  
as recorded in Map Book 7, Page 3, in the Probate Office of Shelby County Ala.

*See release from Book 46 Pg. 74 7/28/82*

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 covenant 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):

Home Federal

and the undersigned 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 mortgagee herein shall have the right, without notice to anyone, to make good such default by paying whatever amounts may be due under the terms 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 mortgagee, 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 similar type, War Damage Insurance, as required by mortgagee, and against such other hazards as mortgagee may reasonably require, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee 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 mortgagee 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 secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

GECC FINANCIAL SERVICE

HMA-01D-AL (8/79)

ORIGINAL



The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

In addition to the property hereinabove mortgaged and conveyed to secure the indebtedness herein referred to, mortgagor does hereby sell, transfer, assign, set over, pledge and hypothecate unto mortgagee as further security for the indebtedness secured hereby, each and every policy of hazard insurance now and hereafter delivered to mortgagee in accordance with the provisions of this mortgage, together with all or the right to receive interest on mortgage, and to each and every such policy, and without limitation, all of mortgagor's right, title and interest in and to any premiums paid on such hazard insurance including all rights to return premium.

The undersigned agree that no delay or failure of the mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgagor the mortgagee 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.

~~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 insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee 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 enforcement 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 secured by this mortgage, or by virtue of which any part or assessment upon the mortgaged premises shall be chargeable against the 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 option of said mortgagee, 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 cash, 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 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 mortgagor.

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 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.

This mortgage, together with the note, shall be subject to the right 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 the undersigned, shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgagee, shall inure to the benefit of its successors and assigns.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this day and year first above written.

Witnessed: Donita Smith Mary Jo Dunlavy

Kentley Cane Mary Jo Dunlavy

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85

STATE OF ALABAMA Shelby County 1980 OCT 31 PM 4:03 Mtg. pay - 585 Rec. 300 Int. 100 9.85