PAGE 4 79
1
7
BOOK

19801107000126850 Pg 1/4 .00 Shelby Cnty Judge of Probate, AL 11/07/1980 00:00:00 FILED/CERTIFIED

			ر المساور المس المساور المساور
and the state of t			SBC 24923
MORTGAGE DEED			
entrological de la completa de la c Higher de la completa del completa de la completa de la completa del completa de la completa del la completa del completa de la completa del la completa de la completa de la completa del la completa de la completa del la completa de la comp			
THE STATE OF ALABAMA		This instrument was pre	pared by:
		C. Craig Helms	
	\	Baldwin County	3ank
		Bay Minette, Al	. 36507
Shelby	County		

KNOW ALL MEN BY THESE PRESENTS: That whereas

Thomas E. and Karen C. McNider, husband and wife

· · · · · · · · · · · · · · · · · · ·	Baldwin County	Bank				_, with offic	es
ha ve become justly indebted to _ in Bay Minette, Al.	Baldwin	County/Alabama,	(hereinafter	called	the M	(ortgagee),	ir
the principal sum of							
Fourteen thousand and no/1	00		Dolla	rs (\$	14,00	00.00	
together with interest thereon, as	evidenced by negot	tiable note of even	date herewi	th,			

on demand

Now, Therefore, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinefter contained, the undersigned

Thomas E. McNider and Karen C. McNider Husband & wife
(whether one or more, hereinafter called Mortgagors)
do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in
Shelby County, State of Alabama, viz:

Lot 19, Riverchase West/Dividing Ridge, as recorded in Map Book 6, Page 108 in the office of the Judge of Probate of Shelby County, Alabama.

BALDWIN COUNTY BANK
POST OFFICE BOX 231
BAY MINETTE. ALABAMA 36507

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

To Have and To Hold the same and every part thereof unto the Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtednesses the Mortgagors covenant and Egree as follows:

481

- 1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.
 - 3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire, wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire, wird, and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
 - 4. 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 said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, 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 her inafter provided.
 - 5. To take good care of the mortgaged property 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 it now is, reasonable wear and tear alone excepted.
 - 6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any delt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
 - 7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.
 - 8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal preceeding 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, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
 - 9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.
 - 10. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.

PAGE

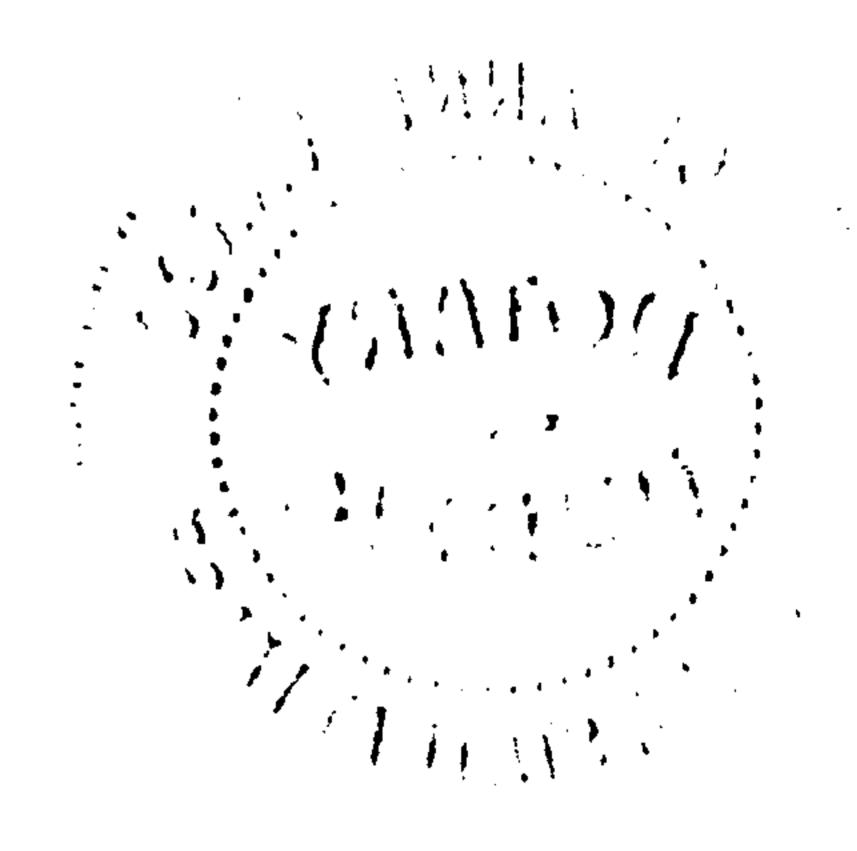
407

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a 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 tax or assessment upon the mortgaged premises shall be charged against the owner of this 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 or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, 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 date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

Thomas E. McNider and Karen C. McNider, husband and wife

In W	ITNESS WHEREOF the undersigned ha	ve her	eunto set	their s	ignature ^S _and seal	this	28th
of	October	, 19	80		••	•	

Thomas G. M. Maller	(SEAL)
	(DEAL)
Haver CoMENCider	(SEAL)
	(SEAL)
	(SEAL)



THE	STATE OF ALA	ABAMA,								•		•
S	helby	COUN'	TY			•						
	I, the undersigned	d, a Notary P	ublic in and for se	aid Cour	aty, in said	State,	hereby cer	tify tha	it	<u> </u>		•
Thoa	ms E. McNide	er and Kar	ren C. McNide	r hus	sband &	wife						المساقد مين مين المساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمراورة والمر
whose	name are	_signed to th	se foregoing conve	eyance &	and who	are	_known to	me, ac	knowle	edged t	efore me o	n this day
	Cinon under mu	hand and off	icial seal this 2	8th	day of)ctobe	Υ		·			
	Cliach and mi		s of the conveyanticial seal this 2				Luna	/x.				
•					My	Commi	ssion E	xpire	s 12	9:8	2/ENail	Public
\												
THE	STATE OF AL	ABAMA,										
								-				
	I, the undersigne	ed, a Notary	Public in and for	said Cou	ınty, in sai	d State,	hereby ce	rtify th	at	- 10		
· · · · · · · · · · · · · · · · · · ·				<u> </u>	<u>. </u>					- 		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	e name	signed to t	the foregoing conv	/eyance	and who_	•	known t	o me, s	acknow	ledged	before me	on this day
that,	being informed	of the conten	ts of the conveya	nce,	ex	ecuted	the same v	oluntar	ily on	the day	y the same	bears date.
	Given under my	hand and of	ficial seal, this		day of	······································			· · · · · · · · · · · · · · · · · · ·	▄▄ ▄	ن ر دارد در اید در دارد دارد دارد دارد دارد دارد 	19
).				
,					• • • • • • • • • • • • • • • • • • • •	_		•			Note	ry Public
					יון נייניון	17 - 7	311 9	8	10	ij ta	10/00	
TH	E STATE OF A	LABAMA,				ر. مند سد				17.	8.100	
		COU	NTT		-						2300	
	I, the undersign	ed, a Notary	Public in and for	said Cor	unty, and	said Sta	ate, hereby	certify	that			i da de de la c elación de la constanta de
**								wb	ose na	me as		President
of t	he				·	11 : _		-	_			to the fore-
_	ance, he, as su	d who is know ch officer and	wn to me, acknowld with full authori	ty, exec	uted the s	ame vol	untarily fo	r and a	as the	act of s	aid corpor	ation.
	Given under my	v hand and of	ficial seal, this			da	y of					19
							<u></u>				Not	ary Public
						Was		in in	эяве		ون	
						gage	19	recon	, at 1		ropar	
					r. ate.	mort		duly	gage	nod.	3 0 5	
	Z				Prob	thin	the	and	Mort	::emi	Judge	
				1A,	-00C	30 Wi	do b	X.	ð	and e		
	SE RE			BAI	Judg	lat th	recor					
	EAS	;		ALA	of the	ry th	for	Jock				
				OF OF	fice o	certii	office	ر ا ا				
- ,				FATE	. 6	reby	this					
•				ES S		I he	d in of		ume			
		1		}-,- 4		- •	<i>بر</i> ز ب	•	p4	₹		