

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagor may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns 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, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including such attorneys' fees as are allowed by law; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

IN WITNESS WHEREOF the undersigned Leon C. Davis, an unmarried man, and Loretta Davis Tate, his mother, and her husband Cal Tate have hereunto set their signature and seal, this 10 day of Oct., 19 80
"CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT"

Leon C. Davis (SEAL)
Loretta Davis Tate (SEAL)
Cal Tate (SEAL)

THE STATE OF Alabama
Shelby COUNTY }

19801215000141830 2/3 \$ 0.00
Shelby Cnty Judge of Probate, AL
12/15/1980 12:00:00AM FILED/CERT

I, Jimmie Lou Carson, a Notary Public in and for said County, in said State, hereby certify that Leon C. Davis, an unmarried man, and Loretta Davis Tate, his mother and her husband Cal Tate whose name 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 the conveyance, do executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of Oct., 19 80.

Notary Public Jimmie Lou Carson

STATE OF ALABAMA
COUNTY OF

TRANSFER AND ASSIGNMENT

For value received the undersigned hereby transfers, assigns and conveys unto FNBC ACCEPTANCE CORP. all right, title, interest, powers and options in, to and under the within Mortgage from Leon C. Davis, an unmarried man, and Loretta Davis Tate, his mother and her husband Cal Tate, to Home Renovators, Inc. and her assigns, as well as to the land described therein and the indebtedness secured thereby.

In witness whereof the undersigned does hereunto set his hand and seal, this 8 day of Dec., 19 80.

Signed, sealed and delivered
in the presence of
(Witness) _____

(Notary) Jimmie Lou Carson

Home Renovators, Inc. (Seal)

J. B. Shaw
President (Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson

I, Jimmie Lou Carson a Notary Public

in and for said County in said State, hereby certify that

Floyd J. Pharo

whose name as President

of Home Renovators, Inc.

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 the 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 8 day

of Dec. 19 80.

Jimmie Lou Carson

Notary Public

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

STATEMENT WAS FILED

1980 DEC 15 AM 8:54

Thom R. Sorenson
JUDGE OF PROBATE

mtg. 14.10
Rec. 5.00
Fsd. 1.00
20.10