L.: 2057

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THE STATE OF ALABAMA		0 2) Cra (1500 - 500) P. O. Ban 2233
		Sirmingham, 41 35201

KNOW ALL MEN BY THESE PRESENTS: That whereas

Michael P. O'Connor, Jr. and his wife, Carol T. O'Connor

ha	_ become justly indebted to Birmingham Irust	Mational Bank	tore i seminentaj kiri mijo i mjerimpinjski mlestoje i kiriji. Po kilojem projekje je spisje i mijo je nasovenje k	with	: office
in	Birminghaa		together with its su	coesses and	JANETTA
herein	tafter called the "Mortgagee"), in the sum of <u>Twelve</u> I	housand One Hun	dred Five and		
	15/100 and interest as provided in note	in the second contract of the second contract	Dollars (51	2,105,15	-, <u>-</u> , .
togeth ins	talments of \$208.56 (120 @ \$208.56), due ruary 21, 1931, until paid in full.	note or notes of even	date herewith. Ps	grable in	120 m

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances*) nor or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

Michael P. O'Connor, Jr. andhis wife, Carol T. O'Connor

(whether one or more, herekmafter called one "Mortgagee the following described real estate shorter in _____ Shelby ____ County, State of Alabama, viz:

Lot 28, in Block 1, according to the map and survey of Awtrey & Scott Addition to Altadena South, as recorded in Map Book 5, Page 121, and amended in Map Book 5, Page 123, in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

BTNB is taking a 2nd mortgage on this property.

If this box is checked, notwithstanding any other provision hereof this mortgage secures only the specific debt(s) described in the premises above, all extensions and renewals thereof, the interest thereon, and advances hereafter made by Mortgagee for these, assessments, and insurance and to discharge encumbrances on the mortgaged promises, and the interest on such ac

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 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 indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

- 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 (but Mortgagee is not obligated to do so).
- 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 (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagers 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 (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. 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 collection same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
 - 4. That all amounts so expended by the Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due the Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagers to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.
 - 5. To take good care of the mortgaged property described above 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 debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forefeiture either as to past or present defaults 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 Mortgagoe 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 in 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 spile of Alchama politics as here of more large and materialmen, which regard to the form and contents of such statement and without regard to the existence of non-existence of the debt, or any part thereof, or of the lien on which such statement is based.
 - 11. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of the other provisions of this mortgage cross of the secured of all not affect the validity and enforceability of the other provisions of the secured of such modes is to be a few to the provisions.

en de la companya de la co so uto a union and a casa a como especial reconse das and popular add should an period to a legadorne ad a total spinor ear is those hereign provincted ment oradine to the tenor as information of the including car union are a shall be and become will individe our should detect be made in a consequence of a superior but hards, and remessable or extensions there of or any pare there of crohould may retered to a more than a logarity of a If be made in the repayment of any sum expended by said Margingur that it is not a consideration in provincias all the integritant had a manager of the sale designing for all property of the same of the situations. of the continuous and theorem and combining of a dominately some learns of the continuous and particle the mediagon property be fited by any authority having prover of animent domain. Ly term for a contract contains to the chor and effect hereof, there and in that event only this consevance doll be so it the "or to I and word; but should definit be made in the payment of any indebtedness hereo, seemed or any renew ils or extensions thereo, as a sygnet thereof. "I my interest thereon remain unpaid at maturity, or should default be mode in the repayment of any sum expended stortgagee under the authority of any of the provisions of this mortgage or should the friends tot said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumber ince the acoust is as in or danger the debus) hereby secured, or should a petition to condemn any part of the mortgaged property be filled by any anti-circles having power of eminent domain, or should any law, either federal or state, be passed imposing or authoricing the hapesition of a specific tax upon this mortgage or the debt(s) hereby secured or permitting or authorizing the deduction of any social 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 har say secured, or may 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, notical as the assauces of sach option being her of expressly waived; and the Mortgagee shall have the right to enter upon and take poissession of the property hereby coaresed and after or without taking such possession to sell the same before the Court House divor of the Court (or the division thereof) where said property, or a substantial part of said property, is located at public outery for casile, 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 physicant of the purchase money the Morrgaged or anotheneer is authorized to execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the progerty 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 if the origin is amount financed exceeded \$300; 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 indubtedness bandby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no includes shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to the said gaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property on racesse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

(Corporate Seal)

Michael P. O'Connor, Jr. and his wife, Carul T. O'Corrott

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ATTEST:	
	(SEAI)
	Carol T. O'Connor (SEAL)
	Michael P. O'Connor, Jr. (SEAL)

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EXHIBIT A

12. If Mortgagors clease to occupy the mortgaged projecty as thair principal residence, or if all or any part of the nortgaged property or any interest therein is sold, leased, transferred or enduated if by Mertragara without Mortgagee's prior written consent, excluding only (a, the trantion of a lien or encumbrance subordinate to this mortgage, (b) the continues of a purchase money security interest for howeledd appliances, or (a) a transfor by devise, descent, or operation of law upon the death of a joint trans. In then in any such event Hortgagee may, at Mortgagea's option, declire all indestedaes. secured-by this mortgage to be irmediately due and payable and this mortgage may be foreclosed as hereinafter provided. Mostgagee may condition its contact to such sale, lease, transfer or encumbrance on its approval of the credit of the person to whom the martgaged property is sold, leased, transferred or emarchered and the renegotiation of the rate of faterest payable thereafter on the is is Mologagors Initital Hore: secured by this mortgage.

STATE OF ALA SPELSY CO.

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