

THIS INSTRUMENT PREPARED BY (Name) Jane Wood  
STATE OF ALABAMA ) 701 South 20th Street  
(Address) Birmingham, Alabama 35205

COUNTY OF JEFFERSON )

538

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned Doris S. Marshall and husband, William L. Marshall, Jr.

(hereinafter called "Mortgagors", whether one or more), are, contemporaneously with the execution hereof, becoming indebted to Central Bank of Birmingham (hereinafter referred to as "Bank") on a loan in the sum of Twenty Thousand, One Hundred Seventy-Six Dollars and 30/100 \*\*\* Dollars (\$ 20,176.30 ) principal, as evidenced by a promissory note dated February 5, 1981, payable to Bank with interest thereon, on demand or as otherwise provided therein (hereinafter "Note"); and

WHEREAS, said Mortgagors may hereafter become indebted to Bank or a subsequent holder of this Mortgage on loans or otherwise (said Bank and any subsequent holder of this Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, it is desired by the parties to secure said principal amount with interest, and all renewals, extensions or modifications thereof; and any and all other additional 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 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 making the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any charges herein incurred by Mortgagee on account of Mortgagors, including but not limited to attorney's fees, and any and all Other Indebtedness of Mortgagors to Mortgagee 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 situated in the County of SHELBY, State of Alabama (hereinafter "Property"), described on Exhibit A attached hereto, or described as follows; to wit:

See description of property in Exhibit "A" attached

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Shelby Cnty Judge of Probate, AL  
02/18/1981 00:00:00 FILED/CERTIFIED

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 Note, 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, and shall keep, perform and observe all and singular and 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 the Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions or modifications thereof when due, or upon default in the performance of any of the covenants, conditions or agreements in the Note or in this Mortgage, 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 or otherwise, so as to endanger the security hereby given, or should the Mortgagors, or any endorser, surety or guarantor of the Note or Other Indebtedness of Mortgagors to Mortgagee, file, or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law for relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all debts, obligations and liabilities secured hereby to be immediately due and payable, and 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 bidder, after first giving 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 party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. 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 thereto, 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, successors, assigns, 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 except as set forth herein, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its successors and assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

*Central Bank of Birmingham*

*Shelby Co 5583730*

403 PAGE 3

BOOK

The Mortgagors further expressly agree and covenant as follows:

1. Mortgagors shall pay the Note and all Other Indebtedness of Mortgagors to Mortgagee, and all installments of principal and interest thereon, when they respectively fall due.
2. Mortgagors shall 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 Mortgagee as its interests may appear and deposited with the Mortgagee. Such policies shall be in an amount as may be required by the Mortgagee, but Mortgagee shall not require insurance exceeding the value of said buildings, and other improvements.
3. Mortgagors shall keep the improvements situated on the Property in a reasonable state of repair and shall not commit or permit waste of the Property, or remove any fixtures.
4. Mortgagors shall pay promptly all taxes, assessments, liens and other charges which are now, or may become effective against said Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue in connection therewith.
5. If it shall become necessary to employ an attorney to collect the debt or any of the debts hereby secured, or any portion thereof, or to foreclose this Mortgage by sale under the powers herein contained, or by an action at law or other judicial or administrative proceedings, then the said Mortgagors shall pay and allow a reasonable attorney's fee.
6. Mortgagors shall maintain possession of the Property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of said Property, the Mortgagee may prosecute or defend said litigation.
7. If the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same.
8. The Mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter placed against said Property, or to pay for any work done upon said Property, or materials furnished to said Property.
9. The Mortgagee shall have an additional lien upon said Property, secured by this Mortgage, for any sums expended or advanced by Mortgagee pursuant to the provisions of paragraphs 5 through 8 above, together with interest thereon, and all such sums expended and advanced shall bear interest at the rate set forth in the Note or at \_\_\_\_\_%, whichever is greater, unless otherwise agreed by Mortgagee and Mortgagor, and shall be immediately due and payable.
10. Mortgagors shall not sell or otherwise transfer or dispose of the Property without the prior written consent of the Mortgagee. Upon any such sale, transfer or disposition of the Property without the prior written consent of Mortgagee, Mortgagee may, at its option, declare all debts, obligations and liabilities secured hereby to be immediately due and payable.
11. The provisions of this Mortgage shall inure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.
12. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy under this Mortgage or the Note, upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other than existing default or shall impair any rights, powers or remedies consequent thereon.
13. All rights, powers and remedies of Mortgagee herein shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or of the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms or provisions shall in no way be affected, prejudiced or disturbed thereby.
14. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this the 5th day of February, 1981.

BOOK 409 PAGE 978

Doris S. Marshall (SEAL)  
William L. Marshall, Jr. (SEAL)  
 \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Janet Carol Wood, a Notary Public in and for said County, in said State, hereby certify that Doris S. Marshall, and husband, William L. Marshall, Jr. whose name(s) 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of February

My commission expires: \_\_\_\_\_  
Janet Carol Wood  
Notary Public  
My Commission Expires October 21, 1983

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ 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 such conveyance, \_\_\_\_\_, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_  
Notary Public

886-8860-5

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Shelby Cnty Judge of Probate, AL  
02/18/1981 00:00:00 FILED/CERTIFIED

EXHIBIT "A"

A parcel of land situated in the SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  of Section 7, Township 22 South, Range 2 West, more exactly described as follows: Commence at the Southwest corner and proceed North 5 degrees 32 min. East along the West boundary of said quarter-quarter section a distance of 331.50 feet to the North boundary of County Road; thence North 86 degrees 01 min. East along this North boundary a distance of 398.20 feet to the P.T. of a curve to the left having a central angle of 35 degrees 22 min. a radius of 379.64 feet and subtended by a cord bearing North 68 degrees 23 min. East a distance of 230.63 feet; thence along this cord to the P.C. of said curve; thence North 50 degrees 42 min. East along the North boundary of said road a distance of 560.00 feet to the point of beginning; thence continue along this line 448.45 feet to a point of intersection to the right; thence North 58 degrees 25 min. East a distance of 80.04 feet; thence North 82 degrees 28 min. West a distance of 772.60 feet; thence South 39 degrees 18 min. East a distance of 552.65 feet to the point of beginning.

BOOK 409 PAGE 979

This property is situated in Shelby County, Alabama.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1981 FEB 18 AM 8:42

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE  
Fory. 30.30  
Rec. 4.50  
Ind. 1.00  

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35.80