

The State of Alabama }

Shelby

County.

19810310000027610 Pg 1/5 .00
Shelby Cnty Judge of Probate, AL
03/10/1981 00:00:00 FILED/CERTIFI

334

THIS INDENTURE, made and entered into this 9th day of March, 1981

by and between Oscar T. Gamble, III and wife, Wanda Gamble

parties of the first part, hereinafter referred to as mortgagor, and The First National Bank of Birmingham, a national banking association

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

WHEREAS, the said Gamble Homebuilders, Inc.

justly indebted to the party of the second part in the principal sum of Thirty Five Thousand and no/100 Dollars --- (\$35,000.00)

as evidenced by note bearing even date herewith, payable ~~as follows~~

according to the terms of said note; and whereas, in order to induce the mortgagee to extend credit to the borrower the mortgagors have entered into a guaranty agreement (hereinafter called Guaranty Agreement) in favor of the mortgagee wherein the mortgagors have unconditionally guaranteed the payment of all indebtedness of every kind and character now or at anytime hereafter owing by the borrower, and any and all extensions or renewals thereof, or any part thereof.

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see Release New Book 40 (page) 611 (S-8-81)

Now, therefore, the mortgagors, in and of the premises and in order to secure the true and faithful performance by them of their obligations and liabilities under the Guaranty Agreement and compliance with all of the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien and convey unto the mortgagee, its successors and assigns, the real estate located in Shelby County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A"

✓ Cash

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures 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 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.

Performance of the Guaranty Agreement

And for the purpose of further securing the ~~performance of the guaranty~~, 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 \$_____ against loss by fire and \$_____ against loss by tornado, 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 loss by fire and tornado, 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.

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.

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, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

~~UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions 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 encumbrance 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 tax 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 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 that 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.

In the event of a sale hereunder, the mortgagee, or owner of the debt 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.

The undersigned agree that the debt 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 the liens of mechanics and materialmen, without regard to 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.

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.

RIDER "A": UPON CONDITION, HOWEVER, That if the Guarantor shall truly and faithfully comply with the terms and conditions of the Guaranty Agreement, and make all payments therein agreed to be made by them, and shall pay 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 the Guarantor fail or refuse truly and faithfully to comply with the terms and conditions of the Guaranty Agreement, or fail or refuse to make any payment therein agreed to be made by them, or should the interest of said mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance 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 tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulation contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction then, in any one of said events, at

This paragraph is deleted and Rider "A" is inserted in lieu thereof.

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EXHIBIT "A"

PARCEL "A"

Begin at the north west corner of Section 13, Township 20 South, Range 4 West; thence run east along the north line of said section 281.0 feet to the point of beginning of said PARCEL A"; thence proceed east along the previous course 221.28 feet; thence turn right 45 degrees 49 minutes south easterly 271.64 feet; thence turn right 44 degrees 45 minutes south westerly 189.41 feet to a point on the chord of a curve to the left on the north R. O. W. of South Shades Crest Road, said curve having a Radius of 1089.07 feet and a central angle of 13 degrees 24 minutes; thence turn right 53 degrees 03 minutes south westerly along the said north R. O. W. of said road along a segment of the chord 25.55 feet to the south west corner of said Parcel "A"; thence turn right 82 degrees 12 minutes north westerly 556.91 feet to the point of beginning, said PARCEL "A" contains 1.56 acres more or less.

PARCEL "B"

Begin at the north west corner of Section 13, Township 20 South, Range 4 West; thence run east along the north line of said section 502.28 feet; thence turn right 45 degrees 49 minutes south easterly 271.64 feet to the point of beginning of said Parcel "B"; thence proceed south easterly along the previous course 152.8 feet to a point on the northerly R.O.W. of South Shades Crest Road, said point being the P.T. of a curve to the left, said curve having a Radius of 1089.07 feet and a central angle of 13 degrees 24 minutes; thence turn right 97 degrees 48 minutes south westerly along a chord on said curve along said R. O. W. 134.60 feet to a point on said chord, said point being the south west corner of said PARCEL "B"; thence turn right 126 degrees 57 minutes north easterly 189.41 feet to the point of beginning of said Parcel "B", said Parcel "B" contains 0.23 acres more or less.

the option of said mortgagee, 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 day's 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 Jefferson County, Alabama, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling, 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 encumbrances, with interest thereon; third, to the satisfaction of all unpaid obligations and liabilities of the Guarantors, under and in accordance with the terms of the Guaranty Agreement, 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 Guarantors.

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

Witnesses:

x Oscar T. Gamble, III (Seal)
 Oscar T. Gamble, III
 x Wanda Gamble (Seal)
 Wanda Gamble (Seal)

STATE OF ALABAMA,

Jefferson

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that Oscar T. Gamble, III and wife, Wanda Gamble whose names 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of March, 1981

Mary Lee Wall

MY COMMISSION EXPIRES MARCH 16, 1983

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name as President of the

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

Notary Public.

1981 MAR 10 AM 8:17
STATE OF ALABAMA
COUNTY OF JEFFERSON
FILED

116 TAX \$2.50
Dec 7.50
Jud 1.00
61.00

STATE OF ALABAMA

Office of the Judge of Probate

County

I hereby certify that the within mortgage was

filed in this office for record on the

day of _____, 19__

at _____ o'clock _____ M., and was duly recorded

in Volume _____ of Mortgages, at _____

_____ and examined.

Judge of Probate

The First National Bank of Birmingham

Oscar T. Gamble, III and wife Wanda
Gamble
TO

THE FIRST NATIONAL BANK OF BIRMINGHAM
MAIN OFFICE, BY Gloria Willett

BLANKET MORTGAGE TO BE
ATTACHED TO CONVEYANCE WITH LEFT
PREPARED BY

MORTGAGE DEED