

702  
ACCOMMODATION MORTGAGE

19810427000046500 Pg 1/4 .00  
Shelby Cnty Judge of Probate, AL  
04/27/1981 00:00:00 FILED/CERTIFIED

THIS INSTRUMENT WAS PREPARED BY

(NAME) JANICE P. JONES, an employee of the Central Bank of Birmingham

(ADDRESS) 200 Weibel Drive Fairfield, Alabama 35064

STATE OF ALABAMA )

COUNTY OF Jefferson )

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Swinney Maytag Sales and Service, Inc.

(HEREINAFTER REFERRED TO AS "BORROWERS"), IS (ARE),  
CONTEMPORANEOUSLY WITH THE EXECUTION OF THIS MORTGAGE, BECOMING INDEBTED TO CENTRAL  
BANK OF BIRMINGHAM (HEREINAFTER REFERRED TO AS "MORTGAGEE"), IN THE PRINCIPAL SUM OF  
Twenty thousand & no/100-----

WITH INTEREST, EVIDENCED BY PROMISSORY NOTE OF EVEN DATE HERewith AND

WHEREAS, THE UNDERSIGNED Henry E. Swinney, Jr. and wife, Carole Swinney

(HEREINAFTER REFERRED TO AS "MORTGAGORS"), HAVE  
AGREED TO EXECUTE THIS ACCOMMODATION MORTGAGE TO THE FOLLOWING DESCRIBED REAL PROP-  
ERTY TO SECURE THE AFOREMENTIONED INDEBTEDNESS OF Swinney Maytag Sales and Service,  
Inc. TO CENTRAL BANK OF BIRMINGHAM.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED  
MORTGAGORS, IN CONSIDERATION OF THE PREMISES, DO HEREBY GRANT, BARGAIN, SELL AND CONVEY  
TO THE SAID MORTGAGEE, THAT CERTAIN REAL PROPERTY IN THE COUNTY OF Shelby,  
STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

Lot 16, Block 3, of Cahaba Valley Estates, 3rd Sector as recorded in Map Book 5,  
page 107, in the Probate Office of Shelby County, Alabama.

SAID PROPERTY IS WARRANTED FREE FROM ALL ENCUMBERANCES AND AGAINST ANY  
ADVERSE CLAIMS, EXCEPT AS STATED ABOVE.

TOGETHER WITH ALL AND SINGULAR THE RIGHTS, PRIVILEGES, TENEMENTS, HEREDITAMENTS  
AND APPURTENANCES THEREUNTO BELOGING OR IN ANY WISE APPERTAINING; TO HAVE AND TO  
HOLD THE ABOVE GRANTED PROPERTY UNTO THE SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,  
FOREVER.

BOOK 411 PAGE 778

*Central Bank of Bham*

DED ALWAYS, AND THIS CONVEY UPON THE EXCESS CONDITION THAT IS  
SAID BORROWERS AND MORTGAGORS SHALL KEEP THE COVENANTS AND AGREEMENTS HEREIN CONTAINED,  
AND SHALL WELL AND TRULY PAY WHEN DUE TO THE SAID MORTGAGEE THE INDEBTEDNESS HEREINABOVE  
MENTIONED, ACCORDING TO THE TENOR AND EFFECT OF THAT (THOSE) CERTAIN PROMISSORY NOTE(S)  
OF EVEN DATE HERewith, IN THE TOTAL PRINCIPAL SUM OF Twenty thousand & no/100-----

MADE BY SAID BORROWERS AND PAYABLE TO  
THE MORTGAGEE, OR ORDER, AT CENTRAL BANK OF BIRMINGHAM, ALABAMA, WITH INTEREST THEREON  
PAYABLE AS FOLLOWS:

Interest shall be computed and paid on the unpaid principal  
balance of this loan at an interest rate as specified in note  
of even date executed simultaneously herewith and made a part  
hereof.

AND SHALL ALSO WELL AND TRULY PAY, WHEN DUE, ANY AND ALL OTHER DEBTS, OBLIGATIONS AND  
LIABILITIES OF SAID BORROWERS TO SAID MORTGAGEE, WHETHER THE SAME HAVE BEEN HERETOFORE  
OR ARE HEREAFTER CONTRACTED, THEN THESE PRESENTS SHALL BE VOID: OTHERWISE THEY SHALL  
REMAIN IN FULL FORCE.

IT IS EXPRESSLY UNDERSTOOD THAT THIS INSTRUMENT IS INTENDED TO AND DOES SECURE,  
NOT ONLY THE INDEBTEDNESS HEREIN SPECIFICALLY MENTIONED; BUT ALSO ANY AND ALL OTHER DEBTS  
OBLIGATIONS, AND LIABILITIES, DIRECT OR CONTINGENT, OF SAID BORROWERS OR MORTGAGORS,  
WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL EXTENSIONS OR RENEWALS OF  
SAME, OR ANY PART THEREOF, AT ANY TIME BEFORE ACTUAL CANCELLATION OF THIS INSTRUMENT  
ON THE PROBATE RECORDS OF Shelby COUNTY, ALABAMA, AND WHEHTER THE SAME BE  
EVIDENCED BY NOTE, OPEN ACCOUNT, ASSIGNMENT, ENDORSEMENT, GUARANTY, PLEDGED OR OTHERWISE.

AND THE MORTGAGORS HEREBY VEST THE MORTGAGEE WITH FULL POWER AND AUTHORITY, UPON  
THE HAPPENING OF A DEFAULT IN THE PAYMENT OF SAID NOTE(S), OR OF ANY INSTALLMENT  
THEREOF, PRINCIPAL OR INTEREST, WHEN DUE, OR UPON THE HAPPENING OF A DEFAULT IN THE  
PAYMENT OF ANY OTHER DEBT, OBLIGATION OR LIABILITY HEREBY SECURED, OR ANY RENEWALS OR  
EXTENSIONS THEREOF, WHEN DUE, OR UPON DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS  
OR AGREEMENTS HEREIN CONTAINED, OR SHOULD THE INTEREST OF SAID MORTGAGEE OR ASSIGNS IN  
SAID PROPERTY BECOME ENDANGERED BY REASON OF THE ENFORCEMENT OF ANY PRIOR LIEN OR  
ENCUMBERANCE THEREON, SO AS TO ENDANGER THE DEBT HEREBY SECURED, TO SELL SAID PROPERTY  
AT PUBLJC ACUTION AT THE FRONT DOOR OF THE COURTHOUSE OF SAID COUNTY, IN LOTS OR PARCELS  
OR EN MASSE AS MORTGAGEE'S

BOOK 411 PAGE 779

BOOK 411 PAGE 780

AGENTS, AUCTIONEER OR ASSIGNS DEEM BEST, FOR CASH, TO THE HIGHEST BIDDER, AFTER FIRST GIVING TWENTY-ONE (21) DAYS 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, AND TO MAKE PROPER CONVEYANCE TO THE PURCHASER, AND THE PROCEEDS OF SAID SALE TO APPLY, FIRST, TO THE PAYMENT OF THE EXPENSES OF SUCH SALE INCLUDING ADVERTISING, SELLING AND CONVEYING AND 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 OR ANY OF THE SPECIAL LIENS OR AGREEMENTS HEREIN DECLARED: AND, LASTLY, THE SURPLUS, IF ANY, TO BE PAID OVER TO THE SAID MORTGAGORS. THE SAID MORTGAGEE MAY, AT ANY SALE MADE UNDER THIS MORTGAGE, BECOME THE PURCHASER OF SAID PROPERTY, OR ANY PART THERE OF OR INTEREST THEREIN, LIKE A STRANGER HERETO, 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 EXECURED UNDER THIS MORTGAGE SHALL BE EVIDENCE OF THE FACTS THEREIN RECITED.

AND SAID MORTGAGORS, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY COVENANT WITH THE SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, THAT HE(SHE)(THEY) IS (ARE) SEIZED OF AN INDEFEASIBLE ESTATE IN FEE SIMPLE IN AND TO SAID PROPERTY, THAT SAID PROPERTY IS FREE FROM ALL LIENS AND ENCUMBRANCES, AND THAT THEY WILL FOREVER WARRANT AND DEFEND THE TITLE THERETO AND THE QUIET USE AND ENJOYMENT THEREOF UNTO THE SAID MORTGAGEE AND UNTO THE PURCHASER AT SAID SALE, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

AND THE SAID BORROWERS AND MORTGAGORS FURTHER EXPRESSLY AGREE AND COVENANT:

1. TO PAY SAID NOTE(S), AND ALL INSTALLMENTS OF PRINCIPAL AND INTEREST THEREON, WHEN THEY RESPECTIVELY FALL DUE;
2. TO KEEP ANY BUILDINGS NOW, OR WHICH MAY HEREAFTER BE ERECTED, ON SAID PROPERTY, IN GOOD REPAIR, AND INSURED AGAINST FIRE AND WINDSTORM, WAR DAMAGE AND SUCH OTHER RISKS AS MORTGAGEE MAY DESIGNATE, BY POLICIES MADE PAYABLE TO AND DEPOSITED WITH THE MORTGEE, AND IN SUCH AMOUNT; NOT EXCEEDING THE INDEBTEDNESS HEREBY SECURED AND NOT EXCEEDING THE VALUE OF SAID BUILDINGS, AS MAY BE REQUIRED BY THE MORTGAGEE; ALSO, TO PAY SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY OR AS MAY BE REQUIRED BY MORTGAGEE FOR THE PROPER PRESERVATION OR PROTECTION OF THE OF THE SECURITY AFFORDED HEREBY;
3. TO PAY PROMPTLY ALL TAXES, ASSESSMENTS, LIENS AND OTHER CHARGES WHICH MAY BE, OR BECOME, EFFECTIVE AGAINST SAID PROPERTY, TOGETHER WITH ALL PENALTIES, COSTS, AND OTHER EXPENSES INCURRED, OR WHICH MAY ACCRUE, IN CONNECTION THEREWITH;
4. THAT 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 TH FORECLOSE THIS MORTGAGE BY SALE UNDER THE POWER HEREIN CONTAINED, OR BY BILL IN EQUITY, OR BY AN ACTION AT LAW, THEN THE SAID MORTGAGORS SHALL PAY AND ALLOW A REASONABLE ATTORNEY'S FEE, AND THIS MORTGAGE SHALL STAND AS SECURITY FOR THE PAYMENT OF THE SAME.
5. THE SAID MORTGAGORS AGREE TO 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, AND FOR ANY AMOUNTS EXPENDED BY THE MORTGAGEE IN THIS BEHALF IT SHALL HAVE AN ADDITIONAL LIEN, SECURED BY THIS MORTGAGE, UPON SAID PROPERTY;
6. THAT IF THE SAID MORTGAGORS OR BORROWERS FAIL TO PERFORM ANY OF THE DUTIES HEREIN SPECIFIED, THE MORTGAGEE MAY PERFORM THE SAME, AND FOR ANY SUMS EXPENDED BY THE MORTGAGEE IN THIS BEHALF, IT SHALL HAVE AN ADDITIONAL LIEN, SECURED BY THIS MORTGAGE, UPON SAID PROPERTY;

7, THE MORTGAGEE MAY ADVANCE TO SAID MORTGAGORS SUCH MONIES AS MAY BE NECESSARY TO DISCHARGE ANY LIENS OF ANY CHARACTER NOW OR HEREAFTER AGAINST SAID PROPERTY, OR FOR ANY WORK DONE UPON SAID PROPERTY, OR MATERIALS FURNISHED, AND THE MONEY SO ADVANCED, TOGETHER WITH INTEREST THEREON, SHALL BE ADDED TO THE INDEBTEDNESS BY THIS MORTGAGE.

THE PROVISIONS HEREOF SHALL ENURE TO AND BIND NOT ONLY THE THE PARTIES HERETO, BUT ALSO THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, SAID MORTGAGORS HAVE HEREUNTO SET THEIR HANDS AND SEALS ON

THIS THE 7TH DAY OF APRIL, 19 81.

19810427000046500 Pg 4/4 .00  
Shelby Cnty Judge of Probate, AL  
04/27/1981 00:00:00 FILED/CERTIFIED

Henry E. Swinney

X Henry E. Swinney  
Carole M. Swinney

Carole M. Swinney

STATE OF ALABAMA )

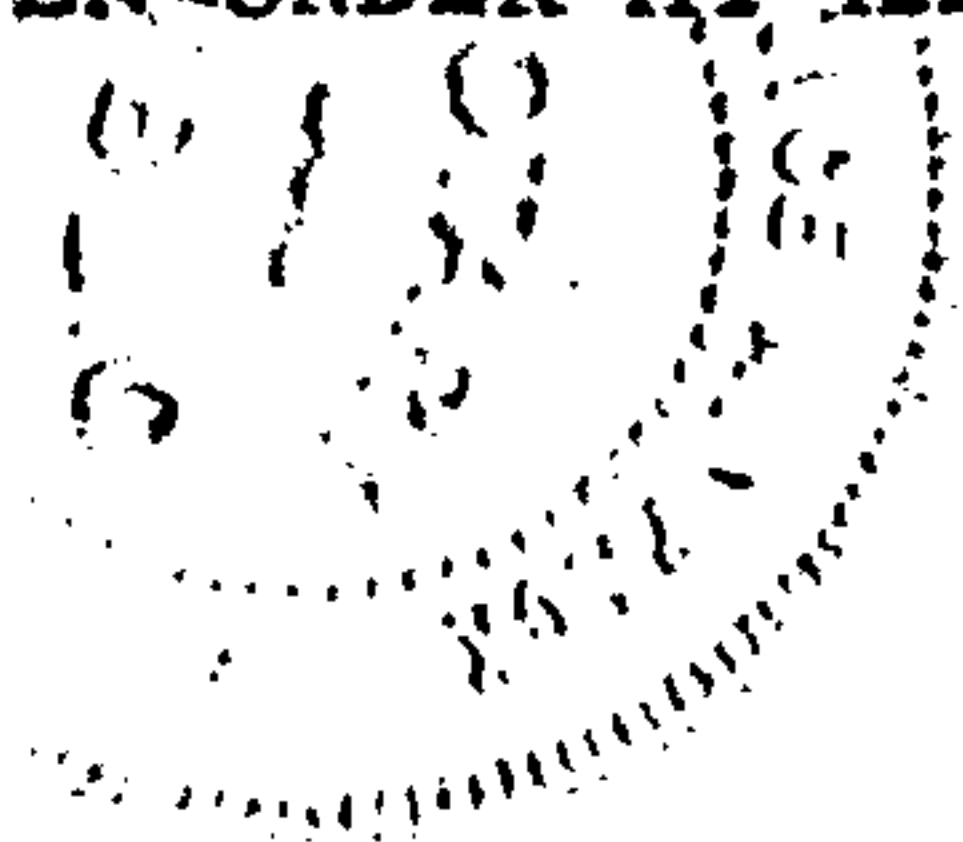
COUNTY OF Jefferson )

BOOK 411 PAGE 781

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Henry E. Swinney and wife, Carole M. Swinney

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 THE CONVEYANCE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME DATE BEARS.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 7th DAY OF April 19 81.



James M. Paul  
NOTARY PUBLIC  
COMMISSION EXPIRES APRIL 25, 1983

STATE OF ALABAMA )

COUNTY OF )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

WHOSE NAME AS \_\_\_\_\_ OF \_\_\_\_\_ 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 SUCH 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 19 \_\_\_\_\_.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
\_\_\_\_\_

1981 APR 27 AM 8:44

James M. Paul  
JUDGE OF PROBATE

Duty tax 3000  
Rec. 600  
D. 100  
5700

NOTARY PUBLIC