19810625000069540 Pg 1/6 .00 Shelby Cnty Judge of Probate, AL 06/25/1981 00:00:00 FILED/CERTIFIE

THIS MORTGAGE is made this 23rd day of June 1981 between the Grantor; Brooks Yeilding, IV and wife Cindy M. Yeilding (herein Borrower"), and the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham a corporation organized and existing under the laws of Alabama , whose address is 215 North 21st Street, Birmingham, AL 35203 (herein Lender").

UHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED THIRTY ONE THOUSAND & 00/100. 131,000.00 Dollars, which indebtedness is evidenced to Borrower's note dated June 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness. If not sooner paid, due and payable on December 2011.

Lot 20, according to Map of Deerwood-Lake, as recorded in Map Book 6, Page 30, in the Office of the Judge of Probate of Shelby County, Alabama.

Situated in Shelby County, Alabama.

This mortgage is security for a note which is subject to periodic renegotiation of interest rates between the parties hereto.

00K 413 PAGE 558

which has the address of Lot 20, Deerwood Lake Estates

Harpersville

AL 36J78

(Street)
___(herein "Property Address"):

(City)

(State and Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Sorrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions liste in a schedule of exceptions to coverage in any title instrance policy insuring Lender's interest in the Property.

ALABAMA-1 to 4 Family-6/75*-FNMA/FHLMC UNIFORM INSTRUMENT

Jetierson Federal Sallings & Loan Association 235 North 21st Street Birmingham, Alabama 35203 UNIFORM COVENANTS. Borrower and Lender covenant and agree as foliows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of an interest on any Future Advances secured by this Mortgage.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lerwer. Somewer st pay to Lender on the day monthly installments of principal and interest are cayable under the fact, write the rote in paid in full, a sum (merein "Funds") equal to one-twalfth of the yearly taxes and assessments which may attain prior over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for he insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimat initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Feder or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analy: said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower Literest on the Funk and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earning on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and dabits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay sai taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Fun held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall do Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds ha by Lender. If under paragraph 18 hereof the Property 1s sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Hote, and then interest and principal on any Future Advances.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, wher due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this fortgages provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the pays of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeit of the Property or any part thereof.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that amount of such coverage exceed that amount of coverage required to pay the summa secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lendar; provide that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to t insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or rep of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortga is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortga would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option enther to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereoff or sharpe the . amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by thus Mortgage . immediately prior to such sale paraguisition BUOK 41.3 PAGE 339

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Hortgage is on a leasehold. If this Hortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Hortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Hortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving abankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are herelassigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in an manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the excercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any othe. rigit or remedy under this Mortgage or afforded by law or equity. and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

BUDK 413 PAGE 560

- 15. Uniform Mortgage: Governing Law; Severability. This form of mortgage combines uniform covenants national wase and ron-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Prop is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law. I conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Hortgage and the Note are declared to the serversole.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Acrimage at the of execution or after recordation hereof.
- 17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein in sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the gr of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's opti declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have walved such opti accelerate if, prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transfert reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable c sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Nortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 her

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's bread of any covenant or agreement of Borrower in this Mortgage. including the covenants to pay when (any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach: (2) the action required to cure sucl breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specif in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration the right to bring a court action to assert the non-existence of a default or any other defense Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may delcare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrowe the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale once a week three consecutive weeks in some newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorn fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinu any time prior to the earlier to occur of (1) the fifth day before sale of the Property pursuant to the power of sa contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sum which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no accelerati occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortga (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but no limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assi that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secure this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Nortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

BUOK 413 PAGE 561

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security ereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

- 21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.
- 22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 23. Walver of Homestead, Dower and Curtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered	
in the presence of:	1 Seal)
	Brooks Yeilding, IV -Borrowe
	Vindet Cl. Seudine (Seal)
·	Cindy M. Keilding / -Borrowe
STATE OF ALABAMA, JeffersonCount	y ss:
On this 23rd day of June . 1981 . I. t and in said state, hereby certify that Brooks Yeilding	
name (s) ARE signed to the foregoing conveyance, and informed of the contents of the conveyance, they executed bears date. Given under my hand and seal of office this the 23rd	the same voluntarily and as their act on the day the same
My Commission expires: $9/26/83$	Bies Hert Notary Public
This instrument was prepared by Paula B. Leonard	215 North 21st Street
	Birmingham, AL 35203
(Space Below This Line Res	erved For Lender and Recorder)
BUOK 413 PAGE 562	

RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ... Jef.fer.sor... (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Property Address

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

on each Change Date, as described in the Note. Changes in the interest rate are governed by changes in the "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders** made available by the Federal Home Loan Bank Board (the "Index"). The interest rate cannot be changed to more than

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require either an increase in the current Note interest rate or an increase in the Base Index figure, or both, as a condition of Lender waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Brooks Yeilding, IV

Cindy M. Yeilding —Borrower

Mts.tu-19650

ADJUSTABLE RATE LOAN RIDER-1 TO 4 FAMILY-10/80-FHLMC UNIFORM INSTRUMENT