

## 01-0555 (REV 7-79)



- (2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable value of the premises during or after the redemption period.
- (3) In the event said premises are sold by Mortgagee, Mortgagor, if a signer on the note, shall be liable for any deficiency remaining after sale of the premises, application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's fees and legal expenses provided on the reverse side.
- (4) At any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this Mortgage, Mortgagee may (a) consent to the making of any map or plat of said property; (b) join in granting an easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) release without warranty, all or any part of said property, Mortgagor agrees to pay reasonable value to Mortgagee for any of the services mentioned in this paragraph.
- (5) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may, after deducting therefrom all its expenses, including attorney's fees, as provided for on the reverse side, apply the same as provided above for insurance less proceeds. Mortgagor agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require.
- (6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on portions of said premises affected thereby to the extent of such payments, respectively.
- (7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the maturity accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.
- (8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor, execute a release or satisfaction of this Mortgage.
- (9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.
- (10) Except as provided to the contrary herein, all Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.
- (11) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate benefit and that he has not executed the same as surety for another, but that he is the Borrower hereunder.
- (12) With respect to the real property conveyed by this Mortgage, each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights except as to garnishment either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof.

IN WITNESS WHEREOF the Mortgagors have hereunto set their signature S and seal, this 16th day of July, 1981.

Signed, Sealed and Delivered in the presence of

Harry Green STATE OF ALA. SHELBY CO. Samuel Lewis Bryant (SE)  
Witness I CERTIFY THIS INSTRUMENT WAS FILED Samuel Lewis Bryant Mortgagor - Borrower

Elouise Bryant (SE)  
Witness 1981 JUL 22 PM 12:05 Elouise Bryant Mortgagor - Borrower

THE STATE OF ALABAMA Jefferson  
JUDGE OF PROBATE

Jo Lene S. Marlow mtg. 7.65  
11.65, a Notary Public in and for said County

in said State, hereby certify that Samuel Lewis Bryant

and Elouise Bryant

whose names are signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that he is informed of the contents of the conveyance is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of July, 1981

Jo Lene S. Marlow Notary Public

Received for Recording:	County of _____	To: AVCO FINANCIAL SERVICES	From: _____
Month _____	_____	_____	_____
Day _____	_____	_____	_____
Year _____	_____	_____	_____
Time _____	_____	_____	_____
Mortgage Record Number _____	_____	_____	_____
Page Number _____	_____	_____	_____
Recorder Signature _____	_____	_____	_____
For _____	_____	_____	_____
Recording Fee _____	_____	_____	_____
County, State of Alabama	_____	_____	_____

19810722000080220 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
07/22/1981 00:00:00 FILED/CERTIFIED

MORTGAGE