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REAL 2093 PAGE 813

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Shelby Cnty Judge of Probate,AL
08/19/1981 00:00:00 FILED/CERTIFIED

REAL ESTATE MORTGAGE

This instrument was prepared by:
E. D. Hartley
9300 Parkway East
B'ham, Alabama

THE STATE OF ALABAMA

Jefferson County

KNOW ALL MEN BY THESE PRESENTS: That whereas

Roy A. Smith Jr. and his wife Mary Lou Smith and
John E. Webster and his wife Sherry S. Webster

have become justly indebted to Birmingham Trust National Bank, with offices in Birmingham, Alabama, Alabama, (together with its successors and assigns, hereinafter called the "Mortgagee"), in the sum of Fifty-five thousand seven hundred ninety-seven and 70/ Dollars ($ 55,797.70) together with interest thereon, as evidenced by a promissory note or notes of even date herewith,

One negotiable note even date herewith payable to said mortgagee in accordance with the terms and at the rate of interest as provided for in said note.

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See release Misc Bk 54 pg 193 (2-15-83)

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances*) now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

Roy A. Smith Jr. and his wife Mary Lou Smith and
John E. Webster and his wife Sherry S. Webster

(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Jefferson County, State of Alabama, viz:

Parcel #1
Lot 7, in Block 4, according to the Survey of Fourth Sector of Glenbrook Estates, as recorded in Map Book 53, page 95, in the Office of the Judge of Probate of Jefferson County, Alabama.
Parcel #2
Lot 20 Block 2 according to the survey of Kirkwall, as recorded in Map Book 6, page 152, in the Probate Office of Shelby County, Alabama.
This mortgage is second and subordinate to that certain mortgage recorded in Vol. 6 Page 152, in the Probate Office of Shelby County, Alabama.
Default in payment of this mortgage shall operate as a acceleration of the debts secured by the aforementioned mortgage and shall make them subject to foreclosure under the terms and conditions thereof, the execution of this mortgage constituting an amendment of said mortgage to that extent.
Parcel #3 Unit No. B-18 of Harbor House Condominium, according to condominium documents of re in the Office of the Judge of Probate, Baldwin County, Alabama, as follows: (allrecording re ences being to the official records on file in the office of the Judge of Probate, Baldwin Co Alabama): Declaration of Condominium of Harbor House Condominium dated December 2, 1980, and recorded December 3, 1980, in Miscellaneous Book 37, page 1918-1941; and ByLaws of Harbor Hou Condominium and Harbor HouseCondominium Owner's Association, Inc. dated December 2,1980, and recorded December 3,1980, in Miscellaneous Book 37, pages 1958-1972; as such unit is further described and defined by the Engineer's Certification Drawings of Units B-17 through B-24 of House Condominium filed June 17,1981, in apartment Book 3,pages 260-262; TOGETHER WITH an und one thirty eighth (1/38th) interest in the common elements of Harbor House Condominium; SUBJ TO the Articles of Incorporation of Harbor House Condominium Owners' Association, Inc., dated December 2, 1980, and recorded December 3, 1980, in Miscellaneous Book 37, pages 1942-1957, a rules and regulations promulgated pursuant thereto.

*( ) If this box is checked, notwithstanding any other provision hereof this mortgage secures only the specific debt described in the premises above, all extensions and renewals thereof, the interest thereon, and advances hereafter made Mortgagee for taxes, assessments, and insurance and to discharge encumbrances on the mortgaged premises, and the inter on such advances.

Birmingham Trust National Bank
P. O. Box 2554
Birmingham, Alabama 35290

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collection same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.

4. That all amounts so expended by the Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due the Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.

5. To take good care of the mortgaged property described above 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 it now is, reasonable wear and tear alone excepted.

6. 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 the right to exercise such option or to declare such forefeiture either as to past or present defaults on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal preceeding 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, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.

10. That the debt or debts 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 liens of mechanics and materialmen, without regard to the 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.

11. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreement by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt(s) 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 charged against the owner of this 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 or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee or auctioneer is authorized to execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold. The Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default if the original amount financed exceeded \$300; 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 encumbrances, with interest thereon; third, to the payment in full of the indebtedness hereby secured 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 date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. The Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

Roy A. Smith Jr. and his wife Mary Lou Smith and John E. Webster and his wife Sherry S. Webst

has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 4 day of August, 19 81.

Roy A. Smith Jr. (SEAL)
Roy A. Smith, Jr.

Mary Lou Smith (SEAL)
Mary Lou Smith

John E. Webster (SEAL)
John E. Webster

Sherry S. Webster (SEAL)
Sherry S. Webster

ATTEST: ______________________

____

By______________________

Its______________________

(Corporate Seal)

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Shelby Cnty Judge of Probate,AL
08/19/1981 00:00:00 FILED/CERTIFIED

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THE STATE OF ALABAMA,

Jefferson COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy A. Smith Jr. and his wife Mary Lou Smith and John E. Webster and his wife Sherry S. Webster whose name 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 4 day of August, 19 81

(Notarial Seal)

Sandra E. Whitehead
Notary Public

~~My Commission Expires~~ Mar 27, 1983

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 AUG 19 AM 8:53
JUDGE OF PROBATE

Tax pd. in Jeff. Co.
Rec 7.00
Ind 1.00
8.00

THE STATE OF ALABAMA,

______ COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ______

whose name ______ signed to the foregoing conveyance and who ______ 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 bears date.

Given under my hand and official seal, this ______ day of ______, 19____

(Notarial Seal)

Notary Public

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
AUG 11 12 48 PM '81
RECORDED & $ MTG. TAX
& $ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
JUDGE OF PROBATE

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THE STATE OF ALABAMA,

______ COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public 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 ______ day of ______, 19____

(Notarial Seal)

Notary Public

COLLATERAL MAIN OFFICE
55 397 22
PLEASE RETURN TO
BIRMINGHAM TRUST NATIONAL BANK
COLLATERAL MAIN OFFICE

ROY A. SMITH, MARY LOU SMITH,
JOHN E. WEBSTER, SHERRY S. WEBSTER

to

REAL ESTATE MORTGAGE

THE STATE OF ALABAMA,
______ COUNTY.
Office of the Judge of Probate.

I hereby certify that the within mortgage was filed in this office for record on the ______ day of ______, 19____, at ______ o'clock ______ M., and duly record in Volume ______ of Mortgages, at page ______, and examined.

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______ Judge of Probate.

$3.20
8.00