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REAL ESTATE MORTGAGE

TATE OF ALABAMA, County ofJe	is the 2 day of June 19 82, by and between the undersign
Rodney A. Brooker and wife,	hereinafter called Mortgagors, and Associates Financiated and existing under the laws of the State of Alabama, hereinafter called "Corporation";
	e justly indebted to Corporation in the sum of
hirteen Thousand Four Hundred	Fifty Five Dollars and 71/100 Dollars (\$ 13455.71
	Principal Amount \$ 6819.88
as evidenced by a loan agreement of even date herewi	h.
ecknowledged and for the purpose of securing to covenants and agreements hereinafter state	RATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is here payment of the above-described promissory note and the payment and performance of all d, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation
Shelby property situated in the County of	Tof the NE 1/4 of the NE 1/4, Sec. 15, T-21-S,
angle of 82 deg. 57 min. 53 sec thence turn an angle of 0 deg. of 26.43 feet; thence turn an a run a distance of 262.96 feet t	run a distance of 296.25 feet; thence turn an . to the left and run a distance of 195.25 feet; 07 min. 09 sec. to the left and run a distance ngle of 97 deg. 09 min. 16 sec. to the left and o the point of beginning. Situated in the NE 1/4
Together with an Easement for in Commence at the Southeast corner. R-3-W, thence run West along the 396.88 feet to the point of began to the left and run a distance 30 sec. to the right and run a deg. 22 min. 30 sec. to the right and run a langle of 74 deg. 37 min. 30 sectors an angle of 90 deg. 00 min the point of beginning. Situate R-3-W.	R-3-W, Huntsville Meridian, Shelby County, Alabama. ngress and egress over and across the following: r of the NE 1/4 of the NE 1/4, Sec. 15, T-21-S, e South line of said 1/4 1/4 Section a distance of inning; thence turn an angle of 74 deg. 37 min. 30 sec. of 254.09 feet; thence turn an angle of 74 deg. 37 min. distance of 62.23 feet; thence turn an angle of 105 that and run a distance of 560.05 feet; thence turn an to the right and run a distance of 60.00 feet; thence to the right and run a distance of 289.46 feet to ed in the E 1/2 of the NE 1/4 of Sec. 15, T-21-S,
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None

1633 gety. Hwy.

sons whomsoever, and that said real property is free and clear from all encumbrances except ...

Mortgagors warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances and/or other liens prior hereto, hereinafter collectively called "prior liens", shall be performed promptly when due, but if Mortgagors suffer or permit default under any prior lien, then such shall constitute a default hereunder and Corporation may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Corporation may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Corporation may purchase or pay in full such prior lien, and all sums so expended by Corporation, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Corporation shall not for the purpose of this instrument be construed as satisfying the defaults of Mortgagors under said prior lien.

Included in this conveyance are fixtures now attached to the property described above; all rent, issues and profits under any lease now or hereafter existing on said premises and in the event of default hereunder, Corporation shall have the right to call upon any lessees of said property to make all future payments due Mortgagors directly to Corporation without including Mortgagor's name in said payment, and payment so made by the lessees to Corporation shall constitute payment to Mortgagors and Corporation shall have the right to receipt for such sums so paid which shall be as binding upon Mortgagors as if Mortgagors had signed the receipt themselves and the dessees are relieved of the necessity to see to the application of any such payment.

Mortgagors promise to pay all taxes and account of any such payment.

Mortgagors promise to pay all taxes and assessments now or hereafter levied on the above described property promptly when due.

Unless otherwise agreed herein, Mortgagors promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurors, and in amount approved by the Corporation, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Corporation, and delivered to said Corporation, with all premiums thereon paid in full. If Mortgagors fail to provide insurance, they hereby authorize Corporation to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagor's indebtedness for a period not exceeding the term of such indehtedness and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagor's indebtedness. If Corporation elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Corporation for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Corporation and Corporation is hereby empowered in the name of Mortgagors to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the promissory note in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Corporation to Mortgagors; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Mortgagors of making the regular monthly installments as same become due. Provided, however, insutance on improvments shall not be required unless the value thereof is \$300.00 or more and the amount financed, exclusive of insurance charges, is \$300.00 or more.

But this covenant is upon this condition: That if Mortgagors pay or cause to be paid to Corporation the promissory note above described, and shall keep and perform all performance as required of Mortgagors hereunder, then this covenant shall be void.

But if Mortgagors fail to promptly pay when due any part of said promissory note, or sell or transfer all or part of the property without Corporation's consent, or fail to pay said taxes or fail to pay for and keep in force insurance as agreed or fail to promptly pay and keep current any prior lien, or fail to perform any other convenant hereof, or if all or part of the property is sold or transferred by Mortgagors without Corporation's prior written consent, then or in any of these events, Corporation is hereby authorized to declare the entire indebtedness secured hereunder, immediately due and payable without notice or demand, and take possession of the property above described (or without taking such possession), and after giving three (3) weeks' notice of the time, place and terms of sale by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash in front of the court house door of said county, and may execute title to the purchaser or purchasers and devote the proceeds of said sale to the payment of the indebtedness secured, and if there be proceeds remaining after satisfying in full said debt, same shall be paid to Mortgagors or their order.

In the event of a sale under the power conferred by this Mortgage, Corporation shall have the right and it is hereby authorized to purchase said property at such sale. It the event the above described property is sold under this Mortgage, the auctioneer making such sale or the Probate Judge of said County and State wherein the land lies, is hereby empowered and directed to make and execute a deed to the purchasers of same and the Mortgagors herein covenant and warrant the title so made against the lawfu

claims and demands of all persons whomsoever.

In the event any prior lien is foreclosed and such foreclosure proceedings bring an amount sufficient to pay in full said prior lien and there remians an excess sur payable to Mortgagors, then Mortgagors do hereby assign their interest in and to said fund to Corporation and the holder of said excess fund is hereby authorized and directed to pay same directly over to Corporation without including the name of Mortgagors in said payment and a receipt by Corporation shall be as binding on Mortgagors as if Mortgagors had signed same themselves and Mortgagors further relieve the party paying said sum to Corporation, of the necessity of seeing to the application of said payment.

In the event of sale of the property above described under and by virtue of this instrument, Mortgagors and all persons holding under them shall be and become the tenants at will of the purchaser of the property hereunder, from and after the execution and delivery of a deed to such purchaser, with said tenants to be terminated at the option of said purchaser without notice, and Mortgagors and all persons holding under or through Mortgagors removed by proper court proceedings.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to Corporation and credited to the installments to become due on said promissory note in inverse order, that is, satisfying the final maturing installments first, and the Corporation is hereby empowered it the name of the Mortgagors, or their assigns, to receive and give acquittance for any such award or judgment whether it be joint or several.

It is specifically agreed that time is of the essence of this obligations secured hereby shall at any time hereafter be held	contract and that no delay in enforcing any obligation be a waiver of the terms hereof or of any of the in	sereunder or of the astruments secured
hereby. If less than two join in the execution hereof as Mortgagors.	s, or may be of the feminine sex, the pronouns and re	lated words herein
shall be read as if written in singular or feminine respectively	7.	
The covenants herein contained shall bind, and the benef of the parties named.		
IN WITNESS WHEREOF, the said mortgagors have here	order A Strobe	at above written. (SEAL)
STATE OF ALA. SHELBY CO. I CERTIFY THIS WAS FILED	Rodney AV Brooker	
	Carol B. Brooker	(SEAL)
Emma a Summarian &	a 1.50	
County of	25 75	
I, the undersigned authority, a Notary Public in and for se	aid County and State aforesaid, hereby certify that	
Rodney A. Brooker and wife, Carol B. Brook	ker	·
whose names are signed to the foregoing conveyance, and who of the contents of the conveyance, they executed the same vol	are known to me, acknowledged before me on this day the luntarily on the date the same bears date.	hat, being informed
Given under my hand and official seal this2	day of	·•
My commission expires 6-5-83	Notary Public	-
•	, Notary Public	
STATE OF ALABAMA		
County of		
I, the undersigned authority, a Notary Public in and for s	said County and State aforesaid, hereby certify that	
·	, whose name as	of th
	, a corporation, is signed to the foregoing conveyance,	, and who is know
to me, acknowledged before me on this date that, being infor	rmed of the contents of the conveyance, he, as such o	fficer and with fu

Notary Public

authority, executed the same voluntarily for and as the act of said corporation.

My commission expires

Given under my hand this the _______ day of _______, 19_____,