

REAL ESTATE MORTGAGE

MORTGAGOR(S)

MORTGAGEE

Melvin Tolbert & wife,

(Name)
Brenda Tolbert

(Name)

Rt 4 Box 1034 A

Shelby

(Address)

Alabaster

AL

(County)

35007

(City)

(State)

(Zip)

9460 Parkway East

Birmingham, AL 35215

Jefferson

(County)

Date of Note and Mortgage

03/03/83

Account No.

05212255

Amount Financed

\$7500.00

Initial Final Payment Due Date

03/15/88

WHEREAS, this mortgage is given to secure the performance of the provisions hereof and the payment of a Note of even date in the Amount Financed shown above and the interest as therein provided, payable in monthly installments until fully paid, as provided in said Note without any relief whatever from variation or appraisal laws of the State of Alabama.

NOW, THEREFORE, the above-named Mortgagor, for full and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, the following described property,

situated in the County of Shelby, State of Alabama, to wit: "Also known as: Rt. 4, Box 1034A, Alabaster, AL 35007".

Commence at the southeast corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 21, Range 3 West and run north along the east line of said forty acres to the north line of Smokey Road; thence in a westerly direction along the north line of said road 290 feet to the southwest corner of lot owned by Joe C. and Kate Roberson, being the point of beginning of the lot herein described; thence run north and parallel with the east line of said forty acres a distance of 140 feet; thence northwesterly and parallel with the north line of Smokey road run 62 feet; thence run in a southerly direction to a point on the north line of Smokey road which is 71 feet from the point of beginning, measured along said road; from said point on said road, run easterly along said road 71 feet to the point of beginning; situated in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 21, Range 3 West, Shelby County, Alabama.

Warranted free from all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year. TO HAVE AND TO HOLD the above described premises until said Mortgagee with all the rights, improvements, and appurtenances thereunto appertaining. Mortgagor covenants that Mortgagor is lawfully seized of an indefeasible estate in fee simple of the premises, and that the premises are free from liens, encumbrances, taxes, and assessments except as herein stated. The undersigned Mortgagor will warrant and defend the title to said premises unto Mortgagee against the lawful claims and demands of all persons.

~~THIS INSTRUMENT IS VOID AND OF NO EFFECT UNLESS SIGNED BY THE MORTGAGOR(S) IN THE PRESENCE OF TWO (2) WITNESSES.~~
~~THE MORTGAGOR(S) HAVE HEREBY AGREED TO PAY TO THE MORTGAGEE THE AMOUNT FINANCED SHOWN ABOVE, ACCORDING TO THE TERMS OF THE MORTGAGOR'S PROMISSORY NOTE THEREFOR, OF THIS DATE, WITH FINANCE CHARGES AS STATED THEREIN, AND IF THE MORTGAGOR(S) SHALL FULLY PERFORM EACH AND ALL OF THE COVENANTS AND AGREEMENTS HEREIN SET OUT AND, IF NECESSARY, REIMBURSE THE MORTGAGEE FOR AMOUNTS EXPENDED ON THE MORTGAGOR'S BEHALF, THEN THESE PRESENTS SHALL BE VOID, OTHERWISE THEY SHALL REMAIN IN FULL FORCE AND EFFECT.~~

If the Mortgagor, his, her or their heirs, executors, administrators, or assigns, shall pay unto Mortgagee, its successors and assigns, the "Amount Financed" shown above, according to the terms of Mortgagor's promissory note therefor, of this date, with finance charges as stated therein, and if Mortgagors shall fully perform each and all of the covenants and agreements herein set out and, if necessary, reimburse the Mortgagee for amounts expended on Mortgagor's behalf, then these presents shall be void, otherwise they shall remain in full force and effect.

The Mortgagor hereby covenants:

1. To pay the above described Note according to its terms.
2. To pay promptly all taxes and assessments when imposed upon the premises.
3. To keep the improvements on said property insured against fire, windstorm, hail, lightning and including the extended coverage provisions, with companies acceptable to Mortgagee, for not less than a sum equal to the indebtedness secured by this and any other mortgages and to have each such policy payable to Mortgagee as its interest may appear with a copy of the policy delivered to Mortgagee.
4. To neither commit nor permit waste upon the premises.

It is further covenanted by Mortgagor that if insurance is not procured and policies delivered as herein provided, or if the taxes or assessments upon the property or any expenses incurred by Mortgagee are not paid as agreed, the Mortgagee or the holder of the Note secured hereby may procure such insurance, pay such taxes or expenses, and all money so paid by the Mortgagee or assigns shall be due Mortgagee or the holder hereof, and shall be added to and made a part of the debt secured hereby, and shall bear interest at the rate as provided in said Note.

If all or any part of the property or an interest therein is sold or transferred, including through sale by installment contract, without Mortgagee's prior written consent, Mortgagee may, at Mortgagor's option, declare the entire unpaid Principal amount and accrued interest due and payable at once; provided, however, that Mortgagee's consent is not required in the following situations: (a) the creation of a lien or encumbrance subordinate to this Mortgage other than a sale by installment contract; (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 grant of any leasehold interest of three years or less not containing an option to purchase.

In the event of a breach of any of the aforesaid covenants or agreements, the whole of the indebtedness secured hereby, including the "Amount Financed" and the finance charge, shall at the option of Mortgagee or the holder of the indebtedness hereby secured, become immediately due and collectible and the holder hereof may proceed to foreclose this Mortgage, and, in such event, the Mortgagee's agents or assigns shall be authorized to take possession of the premises and empowered to sell the premises at auction for cash, at the front door of the County Court House in the County where the property is located after first giving 30 days notice by publication once a week for four (4) consecutive weeks in any newspaper published in the County, and to execute proper conveyance to the purchaser in the name of the Mortgagor. Out of the proceeds of the sale, the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, not exceeding fifteen (15) per cent of the unpaid debt after default and referral to an attorney not a salaried employee of the Mortgagee, then retain enough to pay said note and finance charge thereon and any sums advanced by Mortgagee for taxes, insurance and assessments together with the interest thereon, and pay the balance, if any, to the Mortgagor or the person or persons legally entitled thereto.

At any sale under the powers herein the Mortgagee may bid for the purchase of said property like a stranger hereto, and in event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagee.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hand and seal this 3rd day of March, 19 83.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Melvin Tolbert (L.S.)

Brenda Tolbert (L.S.)

____ (L.S.)

This Instrument was prepared by M. B. Easter, 9460 Parkway East, Birmingham, AL 35215

(Name)

(Address)

ORIGINAL—RECORDING

DUPLICATE—OFFICE

TRIPPLICATE—CUSTOMER'S

CCC 35204 Printed in U.S.A. 11/81

CCC ADJUSTABLE 35204 Printed in U.S.A. 11/81

BOOK 427 PAGE 97A

THE STATE OF ALABAMA,

Jefferson

County

I, Thomas O. Parker, 110 Von Dales Dr, Bham, AL

a Notary Public in and for said State and County, hereby certify that Melvin Tolbert & Wife, Brenda Tolbert
Rt 4 Box 1034 A, Alabaster, AL 35007

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 have executed the same voluntarily, on the day the
same bears date.

Given under my hand and seal this the 3rd day of March 1983

Thomas O Parker
Notary Public

My Commission Expires June 13, 1985.

NOTARY PUBLIC
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED

1983 MAR -4 AM 10:40

JUDGE OF PROBATE

Mtg Pay 1125
Rec 300
Fil 100

1535

REAL ESTATE MORTGAGE

FROM

TO

STATE OF ALABAMA,

County

I, Judge of the Probate Court of said County, do hereby
certify that the foregoing mortgage was filed for

registration in this office on the

day of March, 1983, and was

recorded in Vol. 1535 Record of

Mortgages, pages 1125 on the

day of March, 1983

Judge of Probate.

Recording fee, \$ 300 Paid.

Mortgage tax, \$ 100 Paid.