

**REAL PROPERTY MORTGAGE  
THIS MORTGAGE SECURES FUTURE ADVANCES**

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 11th day of March, 19 83, by and between the undersigned, Billie Wayne Sanders and wife, Lynn Abernathy Sanders

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC. (hereinafter referred to as "Mortgagee"); to secure the payment of Twenty-four Thousand Seven Hundred Seventy-nine Dollars (\$ 24,779.01), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note. & 01/100.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

Commence at the Southeast corner of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 21 South, Range 3 West; thence run South along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  of Section 364.25 feet; thence turn right 90 deg. 10' 30" and run Westerly 2496.22 feet; thence turn right 86 deg. 20' 49" and run Northerly 966.64 feet; thence turn left 86 deg. 18' 11" and run Westerly 864.12 feet to the point of beginning of said parcel; thence continue Westerly along last described course 618.08 feet to the centerline of Shelby Co. Road #17; thence turn left 70 deg. 20' 11" and run Southwesterly along said centerline 302.59 feet; thence turn left 107 deg. 00' and run Southeasterly 256.15 feet; thence turn right 7 deg. 40' 18" and run Southeasterly 471.69 feet; thence turn left 100 deg. 20' 06" and run Northerly 381.47 feet to the point of beginning. LESS AND EXCEPT: that portion which lies in the right of way of Shelby Co., Road #17 (R/W 80 feet). According to survey of Ernest O. Little, Jr. Reg. #6257, dated July 28, 1981.

Subject to easements and restrictions of record.

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded in Vol. n/a, at Page n/a, in the office of the Judge of Probate of \_\_\_\_\_

County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the above described prior Mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option, make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this Mortgage.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

735- (7-20-84)  
 Acc. Release - Mrs. B. B. 57-84  
 BOOK 428 PAGE 237

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

This instrument prepared by Sharon Bailey of Transamerica Financial Services, 100 Century Park South, Suite 104, Birmingham, Ala., 35226

Billie Wayne Sanders (SEAL)  
BILLIE WAYNE SANDERS  
Lynn Abernathy Sanders (SEAL)  
LYNN ABERNATHY SANDERS

THE STATE OF ALABAMA } I, Sharon M. Bailey, a Notary Public  
Jefferson COUNTY } in and for said County, in said State, hereby certify that Billie W. & Lynn Sanders,  
whose name(s) is/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 seal this 11th day of March, 19 83.

My Commission Expires: 8/27/85

Notary Public Sharon M. Bailey

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 MAR 14 PM 12:20  
Thomas A. Shanks, Jr.  
JUDGE OF PROBATE

Mto TAX 31.20  
Fee 3.00  
Fund 1.00  
41.20

MORTGAGE  
RETURN TO  
Transamerica  
P.O. Box 36280  
Birmingham, Ala 35226