597

THE STATE OF ALABAMA.

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Curtis K. Gladden and wife, Wendy Gladden That whereas the undersigned Shelby County of Montevallo , of the City of party of the first part (hereinafter called the Mortgagor), has become justly Alabama and State of indebicg unto the Secretary of Housing and Urban Development, whose address is: Washington, D. C.

, party of the second part (hereinafter called the Mortgagee), in the full sum of One Hundred Three Thousand Eighty Two and 00/100---- Dollars (\$ 103,082.00

but not to exceed an amount computed under the terms of a note executed by said party of the first part on March 14, 1983 . with interest, if any, according to the terms of the no TELEFALLE PROPERTY OF THE SECURITIES OF THE SECU

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WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note, and the security that the said note, and the security that the said note, and the security that the security the said note, and the security that the security the security that the philipalpalpalpatheness in the mortal property of the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Morigagois Curtis K. Gladden and wife, Wendy Gladden in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due

Curtis K. Gladden and wife, Wendy Gladden do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in County, Alabama, to wit: Shelby

Lot 34, Block 5, Green Valley, 4th Sector, as recorded in Map Book 7, Page 10 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise

appertaining unto the said Mortgagee and assigns of the Mortgagee forever. seized of said real property in fee simple, and ha And the Mortgagor hereby covenants that they are good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will follower defend the same unto the Mortgagee and assigns against the chims of all pirsons v homsoever;

THIS MORTGAGE IS: IADE, however, subject to the following covenants, conditions, and agreements, that is to say: 1. That the Morigagor will prouptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, \$136 att a different to 200 att a 20 The ponded that extended the southern the first day of any month prior to maturity; provided, however, that written notice of an infention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Plepiaces Previous Editions and Form FKA-2100m, which are Obsolets

LAMAR HAM ATTORNEY AT LAW

3512 OLD MONTGOMERY HWY. BIRMINGHAM, ALABAMA 35209

428 MR 266 **800**¥

Together with and in addition to the monthly payments of principal and interest payable it. . I the terms of the note security representations and in addition to the monthly payments of principal and interest payable it. the Mc Cagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) A mount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the now secured here are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Usan Develop-If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act. an ment. as Collows: amount theient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide th holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National House ing Act, as amecded, and applicable Regulations thereunder; or If and so long as and note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage paurance premium) which shall be in an amount equal to one-twelfth (1/12) of one half (1/2) per centum of the average (II)outstanding halance due of the note computed without taking into account delinquencies of prepayments; (b) A sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insuance covering the mortgaged property plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less sums already paid therefor divided by the number of months to elapse before one mouth prior to the date when such ground tents, premiums, taxe and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay 500 ground rents, premiums, taxes, and special assess-(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be said each month in a single of ment to be applied by the Mortgagee to the following items in (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of more gage insurance premium), as the case may be: ground rents, taxes, special assessments, fire and other haza incurance premiums; an (III) Interest on the note secured hereby: and Any deficiency in the amount of any such appregate monthly (a) ment shall, these made good by the Mortgagor prior to the due date of the next with payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (14) for each do!" (\$1) of each payment more than filteen (15) days in argears to cover the extra expension of ved in handling delinquent payments. 3. If the total of the payments made by the Morigagor under (5) of paragraph ? preceding shall exceed the amount of the payments we tually made by the Mortgagee for ground regis, taxes, assessments and insurance Demiums, as the case may be, such excess, i the loan is current, at the option of the Lorigagor, shall be credited on the subsequent payments to be made by the Moriga or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding star. not be sufficient to pay ground ter's, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, than the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency, on before the date when payment of such ground sents, taxes, assessments, or insurance premiums shall be due. If at any time " Mortgagor shall tender to the Mortgagee, in payment of the entire indebtedness represented thereby the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 Micol which the Morigagee has not become obligated to pay to the Secretary of Housing and Urban Development and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default ander any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgages acquired the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and small

poperly adjust any payments which shall have been made under (a) of paragraph 2. 4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereis conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same sit. he secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall hear interest from the date it is

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said proppaid or incurred and shall be at once due and payable. ises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this and -

gage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income to cre that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any past of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is it: by inoperative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and pay

without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

7. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required and the second of the will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required as the control of the second of t time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which the on not been made hereinhelore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals the shall be held by the Morigagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Morigagee. In a of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgania. and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee in the Sof to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its of tion either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of fore sure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby. ## right tle and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. If the Mortgagor fails to insure said property as hereinahove provided, or to pay all or any part of the taxes or assessments leve accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or inpay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money * the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby special secured, shall be secured by this murtgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgages sh

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be take immediately due and payable. construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present delault on the pothe Mortgagor, and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagor shall retaken or construed as a waiver of its right to declare the miturity of the indebtedness hereby secured by realon of the failure of the Movie

Bot to produte such insurance of to pay such taxes. debts, liens, or charges."

10. As long as any of the indebtedness hereb" secuted shall remain unpaid the Mortgagor will neither commit not permit waste to premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebiness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed long as any of the indebtedness hereby secured shall remain unpaid.

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wit	hout the appointment of miseing to colle	a receiver; b Je Mi	ofigater thair noi	time terminate	the same ly ren	ts, income, and pro	his collected by the
Pic	mise refer to foreclose	et the rents increasure	s, less the cost of	collecting the	same, including at	ny real estate comm Libe remainder, il a	invaluation the princi-
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nai	debt hereby secured. 12. That if the premise		. La conformad :	under saw and	er of eminent do	main, or acquired l	for a public use, the
_	12. That if the premise mages, proceeds, and the	s, or any part thereof	h econisition, to ti	he extent of the	full amount of in	debieoness upon th	is morigage, and the
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00	le secured hereby remain	e at the indebtedness	secured hereby. V	thether due or i	not.	and the corneity of	of this morteage shall
10	be applied by it on account in a promise made thereby, and	by the Mortgagor her	ein to pay money	may be enforce	en by a suit at lan	Constitution and la	ws of Alabama as to
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DC	the waived thereby, and record property and agree 14. In consideration of	s to pay a reasonable	attorney size to	is mortgage, th	e Mortgagor, beit	ng all of the unders	igned, covenant and
	14. In consideration of	Indehtedness secured	bereby, they wil	l forever waive	and they do ner	PA MSING SUG BING	oned or either of the
18	ice that, in respect of the	faces lied and palus	re given to or wh	ich inure to the	benefit or advant	remove 1632 tust	ted into law and ap-
k.	ree that, in respect of the ges, options, and rights of dersigned if more than or oved on June 24, 1935, each option	ne under and by virtu	ve of House Bill I	No. 422 of the 1	Febiliainic or wie	to waive and fores	to any like or similar
ar.	oved on June 24, 1935, control to the control of th	ommonly referred to a	s the Deficiency	Judgment Act	ereafter enacted:	and further covens	ant and agree that the
Pi Fit	ehts, benefits, and option	s hereafter conferred	upon morigage of	ent and this m	ortgage shall each	be enforceable in	accordance with their
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10	spective terms and condu	a of like or similar nul	nort which may b	ercafter be ena	cted.	A Advantages that	linure to, the respec-
\$.	spective terms and conditions and any and all other law 15. The covertants, covertants, covertants, executors, admits a covernants.	inditions, and agreeme	ents herein contai	ned shall bind.	and the Degenis a	d the singulat flut	nber shall include the
4i	. heirs, executors, admi	nistrators, successors	s, and assigns of	the parties here	610" A DELEVEL DA		
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5	CHENT STATE OF THE	KKKKKKKKKKKKKKKKK	CXIVINA ANAMAN	d, as it matures	, the indebteones	s hereby secured o	it any part thereof, ac- it agreed to be done or of any prior lien or en-
	17. But if the Mortga ording to the terms there	gor shall fail to pay, o	or chall fail to do	or perform and	other act or thin	g herein required o	of any prior lien or Ch-
C	ording to the terms there	of the Mortespee i	in said property b	ecomes endang	seled by teason of	the emplement of	e and payable and this
5	criding to the terms there ceriormed, or if the interection them there on, them mortgage subject to force	in any such event. th	he whole indebted	iness hereby se	ccured shall tilling	cee shall have the	right and is hereby au-
ì	morteage subject to force	losure, at the option of	of the Mortgagee.	without notice	it taking possessio	n, to sell the same	before the Courthouse
i	norigage subject to force horized to enter upon and	d take possession of si	Cont	attend Si	helby		etan anca a week for
•	horized to enter upon and door in the city of Alabama, at public outc	olumbiana	vine notice of th	e time, place,	and terms of sa	id sale by publica	non the natment of the
	door in the city of Alabama, at public outcome three successive weeks p	ry, for cash, man an cine to said sale in son	ne newspaper of	general circulat	tion published in s	aid county, and, of	I said sale a oced to the
1	Alabama, at public butchere successive weeks pourchase money, the Morproperty so purchased, a	teacce or any person	conducting said	sale for it is aut	horized to execute	he proceeds of suc	h sale. The Mortgagee
	property so purchased.	nd such purchaser shi	all not be held to	inquire as to ti	ne application of		t to assessment force
	property so purchased, a may bid at the sale and pu	irchase said property.	is the nighest block	expenses of a	dvertising and self	ling, including reas	onable attorney a rees
	may bid at the sale and pu 18. The proceeds of second, to the repayment	said said shall be app	nterest thereon. W	hich the Morts	pagee may have pa	id or become manie	enable attorney's fees to pay or which it may ided; third, to the pay
	second, to the repayment	for the same	is, insurance and	for other charl	ges, liens, or occi	g Heletianove bro-	hall he charged; fourth
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	weut sug estizischen of	be paid to the Mortgi	agor. If this most,	eage be forecle	sed in Chancery.	15230Hable attende	e e e e e e e e e e e e e e e e e e e
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'n	the balance, if any, shall	and the expressed of the	e sale.	gage be foreclo	sed in Chancery.	. a is shall become	ne due and payable and
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MORTGAGE

Addendum

The rights and obligations of the parties to the attached Mortgage are expressly made subject to this Addendum. If there is any conflict between the provisions of this Addendum and the provisions of the Mortgage, the provisions of this Addendum shall control.

- 1. The debt secured by this instrument shall include not only the Note recited above, but also any assistance paid by the Secretary in accordance with Section 235 of the National Housing Act on behalf of any party to the Mortgage (including any party who takes title to the property subject to the said Mortgage or assumes said Mortgage) identified as FHA Case No. 011-230931-556 (Insured Mortgage).
- The debt will be due and payable when the first of the following occurs:
 - (a) Title to the Property is conveyed to a party who is not eligible for Section 235 mortgage assistance payments, or
 - (b) The property covered by the Insured Mortgage is rented for a period longer than one year.
- 3. If the Insured Mortgage is not paid in full when payment is due under Paragraph 2, the Secretary may defer payment until the Insured Mortgage is paid in full. If payment is deferred, the debt will bear interest at the rate of twelve percent per year from the date the debt is due under Paragraph 2 until the full amount of the debt and interest is paid.

In witness whereof, Borrower has executed this Addendum to the Mortgage.

BOTTOWET

BOTTOWET

March 14, 1983

Date

I CERTIFY THIS

MOTHUMENT WAS FILED

1983 HAR 16 AM 8 57 Rec

HODGE OF PROBATE

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