STAT	TGAGE				labama 350		- *************************************
	E OF ALABAMA	1	·				
++-	NTY OF Shelb	y}	KNOW ALL	MEN BY T	HESE PRESENTS	: That Whereas	
		ker and wife	e, Shelby	Acker.			<u></u>
45:	nafter called "Mortgag				110		
(tiete:	Sun Homes,				slled "Mortgagee"	whether one or	more) in the sum
		d fourteen					
of _	14,376,80	······································					
· f	our hundred S	eventySix D	ollars &	57/100	Dollare (\$	476.57),
	ble on the						until such
hayar		4 4 C 4 D	AMAM CHINA	r Hwy.,	Bessemer	or at such other	place or places as
the or ness.	s paid in full, payable a wner or holder hereof that this mortgage sho	f may from time to ould be given to sec	time designate cure the prompt	e. And Who payment t	ereas, Mortgagors nereof.	agree, in incurri	ng said indebted-
NOW	/ THEREFORE, in cons	sideration of the pre	mises, said Mo	rtgagors, .	Gary J. Ac	<u>:ker_and_w</u>	rie suerny
	Acker	<u> </u>			d all others executi	ርኩ ልን ኩላ	
barga	in, sell and convey un	to the Mortgages t	he following der	scribed real	estate, situated in	Shelby	Y
ļ	ity, State of Alabama,			#1 ** 7	1 .6 . 7	1 0	ian 21
A 1	ot or parcel vnship 21 Sout	of land sit	uated in West. and	the N.J	s. a of S.E. more partic	a or Secticularly de	scribed
	follows:	,, Mango 4	y and		Fare		
Con	nmence at the	Southwest c	orner of	the abo	ove said qua	arter-quar	ter, thence
rur	easterly and point of beg	id along the	south li	ne for	a distance	of 290.0'	ieet to distance
Tae Of	210.0' feet,	thence turn	90°00' t	the i	left for a	distance o	f 210.0'
fac	t thence tur	m 90°001 to	the left	for a	distance of	f 210.0'fe	et, thence
tur	m 90° 00° to ginning. Also	the left fo	r a dista	ince of	210.0' iee 210.0' iee	t to the p	oint of being 20.0'
fee	et in width, w	with its cen	terline t	eing d	escribed as	follows;	Commence
at	the Southwest	t corner of	the N.E.	of the	e S.E. ≱ of :	Section 34	, Township
21	South, Range distance of 50	4 West, the	nce run e	easterly	y and along	the sout left for a	n line for
വെട്	10.0' feet to	o the center	cline of s	said ro	ad and the 1	point of b	eginning.
The	ence turn 90°0	00' to the r	right and	along	said center	line for a	distance
i°f	240.0' feet,	more or les	s to a co	ounty g	ravel road.		
<u></u>	_	•	•				
PAGE] / J		•					
<u>~</u>	•						
 VITh	e Principle ar	mount of thi	is instrum	nent be	ing \$49,384	.00	1 3
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🚤 Th:	is instrument rtgage Volume	is a correct	tive mort	tgag e c	orrecting i	egar descr	Therein in
C Ma	Logage volume	aci, bage				•	
S Mo:							
S Mo:			مماله حديد لا عرب		l neonaety oz any F	art thereof with	out the prior writ
E		iell, lease or otnerw se the Mortgages	nse transfer the shail be author	rized to de	integration is a single	all or any part o	f such indebtedn
6	the Mortgagor shall s	10, 110 1117			MAIO OF THE OPTION	• •	
con	sent of the Mortgage	<u> </u>			·· =		
lf con imn	sent of the Mortgage nediately due and pays	able.	ae the follow	vina - desc	ribed mortgage	covering the n	nortgaged prope
If con imn	sent of the Mortgage nediately due and pays Mortgagor and Mort	able. tgagee acknowled , at Page	ge the follow	ving - desc , in the Of	ribed mortgage of the Judge of	covering the noting the notion of Probate of	nongaged proper Shelby
con imn Vol Cou	nediately due and pays Mortgagor and Mort unty, Alabama, in the	able. tgagee acknowled , at Page e event the within	ge the follow	ving - desc , in the Of ould fail to	ribed mortgage fice of the Judge of make any payment disconditions of sa	covering the not probate of of Probate of nts which become id prior mortgage	nontgaged proper Shelby ne due on said proper then such def
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TO HAVE AND TO HOLD the above granted property unto said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may, at Mortgagee's option, pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said 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 said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may, at Mortgagee's option, insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt of said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the maximum legal interest rate from date of payment by said Mortgagee, or assigns, and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including such attorneys' fees as are allowed by law; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said

Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor. Gary J. Acker and wife Shelby Acker RACE IN WITNESS WHEREOF the undersigned_ their signature s and seal, this 29th January have hereunto set_ "CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT!" (SEAL) THE STATE OF ALABAMA Shelby COUNTY I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Cary J. Acker and wife Shelby Acker are whose name(s)_ known to me, acknowledged before me on this day aresigned to the foregoing conveyance, and who have executed the same voluntarily on the days that, being informed of the contents of the conveyance the same bears date. Given under my hand and official seal of office this 2 Notáry Public My. Commission Expires: (Affix Notarial Seal)

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