This instrument prepared by:  Name: _Rowann Stewart  Address: _120			SIMPLE
MORTGAGE  This indenture is made and entered into this 11th day of April 19.33 by and between [Milliam M. Stevens and wife Kristin A. Stevens [Mereinalter called "Mortgager"], whether one or more) and United Companies Life Insurance Company [Mereinalter] called "Mortgager"], whether one or more) and United Companies Life Insurance Company [Mereinalter] called "Mortgager"].  WHEREAS, Milliam M. Stevens and Kristin A. Stevens [S (are) justly indebted to the Mortgager [Mereinalter] called "Mortgager"].  Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of evidate herewith and any and all extensions and renewals threed, or of any part thereof, and all interest payable on all of said debt and day and all such extensions and renewals the appragate amount of such debt and interest thereon, including any extensions and renewals the interest thereon is herehalter collectively called "Debt"] and the compliance with all the stigulations herein contains the Mortgager does hereby grant, bargain, sell and convey unto the Mortgage, the following described real estate. Studet in Section 2 Section 14, Township 19 South and any other self-state and the Mortgage of the North Section 2 distance of 674,00 appoint on the West line of said section; thence run Morthcasterly a distance of and run due South along the West line of said section; thence run Morthcasterly a distance of 474,00 appoint on the West line of said section a distance of 674,00 appoint on the West line of said section; thence run Morthcasterly a distance on the single state of the Mortgager state of the Myrtie Westerly incort, Alabama, said point being the Southwest corner of the Myrtie Wester long and run dependent of the Myrtie Westerly and the point of beginning of the property horein conveyed; thence matter property a distance of 260,00 foot, more or less, to the CBE Elixibit Nature property a distance of 260,00 foot, more or less, to the CBE Elixibit Nature property and the Mortgager is level			SIMIFEE
MORTGAGE  This indenture is made and entered into this 11th day of April 19.53 by and between William M. Stevens and wife Eristin A. Stevens  (hereinater called "Mortgagor", whether one or more) and United Companies Life Insurance Company  a Louisiana corporation  (hereinater) called "Mortgagor", whether one or more) and United Companies Life Insurance Company  (hereinater) called "Mortgagor").  WHEREAS, William M. Stevens and Kristin A. Stevens IS (are) justly indebted to the Mortgagor in the amount of TUENTY-EIGHT THOHSAND, SEVENTY-HIME NOLLARS AND NO/100 dollard any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals to the Mortgagor does hereby grant, bargain, said and convey unto the Mortgagor, the following described real estate. State the Mortgagor does hereby grant, bargain, said and convey unto the Mortgagor. However, the state is contained to a point on the West Line of Said Section 2 distance of 674.00 and run due South along the West Line of said section; thence run Mortheasterly a distance of said section; thence run Mortheasterly a distance of said section; thence run Mortheasterly adistance o			
MORTGAGE  This indenture is made and entered into this 11th day of April 19.33 by and between William M. Stevens and wife Kristin A. Stevens  (hereinafter called "Mortgagor", whether one or more) and United Companies Life Insurance Company Louisiana corporation  (hereinafter) called "Mortgagoe").  WHEREAS, William M. Stevens and Kristin A. Stevens is (are) justly indebted to the Mortgagee in the amount of THERTY-EIGHT THOUSAND, SHVEHTY-MINE MOLLARS AND mo/100 dollar date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the sibulations herein containe the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate sibulations herein containe the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate situated in more as a convey of the Mortgagee and the Mortgagee with all the situated in the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate situated in the Mortgage and run due South along the Nest line of \$100 to 100 to 10	Address: 120 Summit Parkway Suite 2037, Birmingham, Alabama 35209	1	
This indenture is made and entered into this 11th day of April ,19.33 by and between William M. Stevens and wife Kristin A. Stevens  (hereinafter called "Mortgagor", whether one or more) and United Companies Life Insurance Company a Louisiana corporation (hereinafter) called "Mortgagee").  WHEREAS William M. Stevens and Kristin A. Stevens IS (are) justly indebted to the Mortgagee in the amount of TWENTY-EIGHT THOUSAND, SEVETTY-MINE DOLLARS AND no/100 dollars are and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and any and all extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein containe the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgagee, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgagee, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgagee, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgagee, the following described real estate; situated in the Real Estate; situated in the Shellow of Section 14, Tomship 19 South a continue of the Mortgagor the News of the Mortgagee, the following described real estate; situated in the Mortgagor is lawn, as and point being the Southwest corner of said Soc and rum due South along the Nest line of said section; thence run Mortheasterly a distance of 574.00 a point on the East right-ofway line of the Myrtie Writer lot and the point of beginning of the Property herein conveyed; thence the point of beginning of the Property herein conveyed; thence the point of beginning of the Property herein conveyed; thence the point of beginning of the Real Estate and so a good right	Sholiny COUNTY		
This indenture is made and entered into this 11th day of April ,19.33, by and between William M. Stevens and wife Kristin A. Stevens  (hereinafter called "Mortgagor", whether one or more) and United Companies Life Insurance Company a Louisiana corporation (hereinafter) called "Mortgagee").  WHEREAS, William M. Stevens and Kristin A. Stevens IS (are) justly indebted to the Mortgagee in the amount of TWENTY-EIGHT THOUSAND, SEVE-TY-MINE DOLLARS AND no/100 dollar any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and cany and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and cany and all such extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and cany and all such extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein containe the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgage, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgage, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgage, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgage, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sel and convey unto the Mortgage, the following described real estate, situated in the Mortgagor to a point on the West line of said section; thence run Mortheasterly a distance of 500 fine the Mortgagor benefit and the Mortgagor slaving of the property herein conveyed; thence the property a distance of 260.00 feet, more or less, to the Myrtie Warter property a distance of 260.00 feet, more or less, to the Myrtie Warter property a distance of 260.00 feet, more or less, to the Myrtie Warter property	•		
William M. Stevens and wife Kristin A. Stevens   Companies Life Insurance Company	MORTGAGE		
(hereinafter called "Mortgager"), whether one or more) and United Companies Life Insurance Company  [hereinafter) called "Mortgagee").  WHEREAS, William M. Stevens and Kristin A. Stevens is (are) justly indebted to the Mortgagee in the amount of TWENTY-EIGHT TROUSAND, SEVETTY-NINE DOLLARS AND no/100 dollard the stewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and company and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with the structure in the Mortgage of des hereby grant, bargain, self and convey unto the Mortgagee, the following described real estate, situated in Sielby. County, Alabama (said real estate being hereinafter called "Real Estate"):  Tract of land located in the MTM, of the MTM; of Section 14, Township 19 Southing East, described as follows: Commence at the Northwest corner of said Section and the South along the West line of said section; thence run Mortheasterly a distant 40 feet, more or less, to a point on the East right-ofway line of West Mighl Treet, Vincent, Alabama, said point being the Southwest corner of the Myrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Southeast line of the Hyrtie West ritue in a Northeasterly direction along the Real Estate and the Mortgager that the Mortga	This indenture is made and entered into this 1111 day of _	April	19 <u>83</u> , by and between
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WHEREAS, #illiam M. Stevens and Kristin A. Stevens IS (are) justly indebted to the Mortgaget in the amount of TWENTY-EIGHT THOUSAND, SEVELTY-NINE DOLLARS AND no/100 dollars (\$ 28,079.00 ).  Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of everal date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and newals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained the Mortgager does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the Mortgager does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the Mortgage East, described as follows: Commence at the Northwest corner of said Section 2 land located in the Northwest corner of said Section and rum due South along the West line of said section; thence rum Northwest corner of 474.00 a point on the West line of said section; thence rum Northeasterly a distant 40 feet, more or less, to a point on the East right-ofway line of West Mighl Preet, Vincont, Alabama, said point being the Southwest corner of the Myrtie West property a distance of 260.00 feet, more or less, to the (SEE EMXIBIT A Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deeme Real Estate and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with it Mortgage that the Mortgagor is lawfully seized in tee simple of the Real Estate and has a good right to sell and convey the Real Estate as a foresaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant at	·		corporation
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in the amount of TWENTY-BIGHT THOUSAND, SEVENTY-MINE NOLLARS AND no/100 dollars (\$ 28,079.00 ).  Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of every date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and, interest thereon, including any extensions and newals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained the Mortgagor does hereby grant, bargain, self and convey unto the Mortgagee, the following described real estate, situated in the Nortgage as a state being hereinafter called "Real Estate"):  Tract of land located in the NUR; of the NUR; of Section 14, Township 19 South nge East, described as follows: Commence at the Northwest corner of said Section and run due South along the West line of said section a distance of 674.00 a point on the West line of said section; thence run Northeasterly a distance of 674.00 a point on the West line of said section; thence run Northeasterly a distance of 674.00 are point on the East right-ofway line of West Mighl reet, Vincont, Alabama, said point being the Southwest corner of the Myrtie Wester Property a distance of 260.00 feet, more or less, to the (SEE EHXIBIT A Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deeme Real Estate and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with it Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid, that the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor will warrant at forever detend the title to the Real Estate unto the Mortgagee, against the lawful claims of		<u>Stevens</u> IS (are) just!	y indebted to the Mortgagee
Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of every date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and of any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and newals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagoe, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):  **Tract of land located in the NUM; of the NUM; of Section 14, Township 19 South noge East, described as follows: Commence at the Northwest corner of said Section a point on the West line of said section; thence run Northeasterly a distance of 674.00 a point on the West line of said section; thence run Northeasterly a distance of feet, more or less, to a point on the East right-ofway line of West Nighl reet, Vincent, Alabama, said point being the Southwest corner of the Myrtie West reter lot and the point of beginning of the property herein conveyed; thence in a Northeasterly direction along the Southeast line of the Myrtie Wester property a distance of 260.00 feet, more or less, to the (SEE EHXIBIT A Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deeme Real Estate and conveyed by this mortgage.  To have and to hold the Real Estate unto the Mortgagoe, its successors and assigns forever. The Mortgagor covenants with the Mortgagoe that the Mortgagor is lawfully seized in tee simple of the Real Estate and has a good right to sell and convey the Real Estate as a foresaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant at to rever detend the litt	in the amount of TWENTY-EIGHT THOUSAND, SEVENTY-		
Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of every date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and no newals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate is situated in the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate is situated in the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the Mortgagor does not be mortgage to the Mortgagor to the Mortgagor to the Mortgagor and run due South a 10 cated in the Mills of Scattion 14, Township 19 South ngg East, described as follows: Commence at the Northwest corner of said Section a point on the West line of said section; thence run Mortheasterly a distant 40 feet, more or less, to a point on the East right-ofway line of West Mighl rect, Nincent, Alabama, said point being the Southwest corner of the Myrtie Witter 10 the and the point of beginning of the property herein conveyed; thence that in a Northeasterly direction along the Southwest line of the Myrtie Witter property a distance of 260.00 feet, more or less, to the (SEE EHXIBIT A Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deeme Real Estate and conveyed by this mortgage.  To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor will warrant are	(c. 28 079 00 )		
Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sen and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant are forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.  This mortgage is subordinate to that certain mortgage from		part thereof, and an interest paya n debt and interest thereon, incl	uding any extensions and re
to	any and all such extensions and renewals (the aggregate amount of such newals and the interest thereon is hereinafter collectively called "Debt") the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagor. County, Alabama (said real estate and run due South along the Nest line of the West line of said section; a point on the West line of said section; 40 feet, more or less, to a point on the Earret, Vincent, Alabama, said point being the erter lot and the point of beginning of the entinue in a Northeasterly direction along the entinue in a Northeasterly direction along the erter property a distance of 260.00 feet, mortgage.  Together with all rights, privileges, tenements and appurtenances a Real Estate and conveyed by this mortgage.	debt and interest thereon, inches and the compliance with all the spages, the following described rese being hereinafter called "Real of Section 14, To the Northwest corraid section a distantence run Northeast right-ofway ling Southwest corner property herein combe Southeast line are or less, to the appertaining to the Real Estate, and the Real Estate, and the section in the section i	stipulations herein contained at estate, situated in
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The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this mortgage is subordinate to prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due under the terms of such prior mortgage so as to put the same in good standing; and any and all payments so made together with interest thereon (at the rate of 8% per annum or the highest rate then permitted by Alabama law, whichever shall be less), shall be added to the indebtedness secured by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreulosure in all respects as provided by law and by the provisions hereof.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear, such insurance to be in an amount at least equal to the sum of the Debt and any other indebtedness secured by a prior mortgage or mortgages on the Real Estate. The original insurance policy and all replacements and renewals therefore, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The insurance policy must provide that it may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

At Mortgagee's request, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the aforesaid Note, until said Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

Subject to the rights of the holder of the prior mortgage set forth above, if any, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election and the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds for such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor and at once payable, with out demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by Mortgagee until paid (at the rate of 8% per annum or the highest rate then permitted by Alabama law, whichever shall be less.)

Subject to the rights of the holder of the prior mortgage set forth above, if any, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgager to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, or the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any, or all of the improvements located on the Real Estate.

point of intersection of the West right-of-way line of U. S. Highway 231; thence run in an Southwesterly direction along the West right-of-way line of said U. S. Highway 231 a distance of 420.00 feet, more or less, to the point of intersection with the East right-of-way line of West Highland Street; thence run North along the East right-of-way line of West Highland Street a distance of 270.00 feet, more or less, to the point of beginning. Grantor retains one-half of all mineral, oil and mining rights.

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The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon this death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is sold or transferred reach agreement in wirting that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Upon condition, however, that if the Mortgagor pays the Debt (which debt includes the Indebtedness evidenced by the promissor): note referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimbruses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But If: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgager of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvence law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceeding; or (10) an order for relief or other judgment or decree shall ? entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of the if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balan of the Debt (which includes principal and accrued interest) shall at once become due and payable and this mortgage shall be subject . foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication one a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Re-Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows; first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debt after default an referral to an attorney not a salaried employee of the Mortgagee, and no such attorney's fees shall be collectible if the original princips amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) whether the same shall or shall not have fullmatured at the date of said sale, but not interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be pair to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and materials. purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee; provided, however, that no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgagee, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

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