

STATE OF ALABAMA  
COUNTY OF ShelbyBranch BHAM #30 No. Mos. 120  
FEB. 3 1983

## Know All Men By These Presents, That Amos W. Cory, Jr., single

(hereinafter called "Mortgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebtedness of the Mortgagor hereinafter described to MID-STATE HOMES, Inc., whose address is 1500 North Dale Mabry, Tampa, Fla. (hereinafter called "Mortgagee"), does hereby grant, bargain, sell and convey unto the Mortgagee all that real property in the AREA OF HELENA, County of Shelby, State of Alabama, described as follows:

Commencing at a point on the West side of Public Road at the intersection of said road and the line between the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , Section 10, Township 20, Range 3 West 9.70 chains south from the corner of said forties at iron post; thence North  $40^{\circ} 30'$  West 150 feet; thence northeasterly parallel with the northwest side of said road 60 feet; thence southeasterly parallel with the southwest side of said lot 150 feet to the northwest side of said road; thence along the west side of road 60 feet to the point of beginning, in Section 10, Township 20, Range 3 West.

SUBJECT TO THE APPROVAL OF HERB CLARKSON.  
SUBJECT TO ANY OUTSTANDING RIGHTS OF REDEMPTION.

This instrument was prepared by: Bob Franklin c/o Jim Walter Homes, Inc.  
P.O. Box 7740, Midfield Station,  
Birmingham, Ala. 35228

Together with all buildings, structures and other improvements and all fixtures now on said land or that may hereafter be erected or placed thereon, all rents, issues, income and profits therefrom, and all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee, its successors and assigns forever.

PROVIDING ALWAYS, and these presents are upon the express condition, that if the Mortgagor shall well and truly pay to the Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of Seventeen Thousand Three Hundred Twenty Eight & 10/100 (\$17,328.00), payable in monthly installments of \$144.46 each, the last installment being due and payable on 20th DAY OF FEB, 1993; and if the Mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal on said note or upon default in the performance of any of the covenants and agreements herein contained, the Mortgagee may declare the entire sum of said indebtedness immediately due and payable, and the Mortgagor hereby vests the Mortgagee, its successors, agents or assigns, with full power and authority, upon the happening of any such default, to take possession of the premises hereby conveyed and to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days notice of the time, place and terms of the sale, together with a description of the property to be sold, by publication once a week for four consecutive weeks in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the Mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal indebtedness, whether due or not, together with the unpaid interest thereon, if any, to the date of sale, and any amount that may be due the Mortgagee by virtue of any special liens herein declared; and third, the balance, if any, to pay over to the Mortgagor, his successors or assigns.

And except as herein provided, the Mortgagor hereby covenants with the Mortgagee and with the successors and assigns of the Mortgagee that the Mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the Mortgagor hereby warrants and will forever defend the title to said property unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

The conveyance of the above described property and all warranties of the Mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due. The Mortgagor hereby waives all claim to any exemption of personal property as provided Titled 7, Section 665, Code of Alabama as Recompiled, 1958, or homestead under the Laws of Alabama on the debt hereby secured, until the same is fully paid.

And the Mortgagor further expressly agrees and covenants:

To pay said note and the installments of principal thereon, when they respectively fall due;

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" if required by the Mortgagee, by policies issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, in an amount not less than the principal amount of the note aforesaid, as may be required by the Mortgagee.

*Jim Walter*

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Upon foreclosure of this mortgage or other acquisition of the premises or any part thereto by Mortgagee, said policy shall become the absolute property of Mortgagee. In the event of failure of Mortgagor to insure the premises as herein provided or in the event of the failure of the Mortgagor to deliver the policy of insurance or true copy thereof to the Mortgagee, the Mortgagee shall insure the premises in companies of its choosing and the premium expense incurred by the Mortgagee shall be paid by the Mortgagor.

That if the Mortgagee shall, upon the happening of any default hereunder resort to litigation for the recovery of the sums hereby secured, or employ an attorney not a salaried employee of the Mortgagee to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable costs, expenses, and attorney's fees not exceeding 15% of the unpaid debt thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property;

That in the event of litigation arising over the title to, or possession of, said property the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property;

That at any sale under the powers herein the Mortgagee may bid for and purchase said property like a stranger thereto, and in the 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 Mortgagor;

That the word "Mortgagee" whenever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns; and the word "Mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators, successors and assigns. The masculine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular.

WITNESS the hand and seal of the Mortgagor, this 3rd day of FEBRUARY, A.D. 1983.

Signed, sealed and delivered in the presence of: *Amos W. Gory Jr.* (SEAL)

*Don Morgan*  
Jefferson COUNTY  
THE STATE OF ALABAMA

STATE OF ALABAMA, SHELBY CO.  
NOTARY PUBLIC  
1983 JUL -1 AM 10:25  
JUDGE OF PROBATE

MTAX 26.10  
Rec 3.00  
Jud 1.00  
30.10

I, *The Undersigned*, a Notary Public, in and for said State *of Alabama*, hereby certify that *Amos W. Gory Jr.* whose name *is* signed to the foregoing conveyance, and who *is* known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, *he* executed the same voluntarily on the day the same bears date.

Given under hand and seal this 3rd day of February, A.D. 1983

*James J. Jessens*  
Notary Public, State of Alabama  
County of *Jefferson*  
11-19-85

STATE OF ALABAMA }  
COUNTY } ss

I HEREBY CERTIFY that this instrument was filed for record on the day of

A.D. 1983 o'clock M. I FURTHER CERTIFY that the revenue tax of \$ has been paid.

Recorded: Mortgage Book Page No.

JUDGE OF PROBATE