

STATE OF ALABAMA

Jefferson County

1045
WAIVE PROMISSORY NOTE

6,674.68

FOR VALUE RECEIVED, We promise to pay to the W.C. Guin, its successors and assigns, at its offices in the City of Birmingham, Alabama, the sum of SIX THOUSAND SIX HUNDRED SEVENTY-FOUR

AND 68/100

Dollars

(\$ 6,674.68), with interest at the rate of -0- per centum per annum payable in monthly payments of ONE HUNDRED FIFTY AND NO/100 Dollars, (\$ 150.00),

on the 1st day of each and every month commencing May 1, 1983

Said interest for each month shall be added to the unpaid balance on the first day of such month at the rate of one-twelfth (1/12) of the annual rate and calculated upon the unpaid balance due as of the last day of the preceding month.

This obligation is secured by mortgage of even date to said Company on real estate located in Jefferson County, Alabama.

We further agree that if default be made in the payment of any of the said installments of principal or interest, aforesaid, the principal sum above mentioned, or any balance that may appear to be unpaid thereon, together with all arrearages thereon, shall, at the option of the Company, its successors or assigns, thereupon become immediately due and payable, without notice, and shall be collectible immediately or at any time after such default, anything hereinbefore contained to the contrary notwithstanding.

And to further secure this note, with interest thereon, we do hereby waive all our rights under the Constitution and laws of the State of Alabama, or any other state, to claim personal property exempt as against the obligation secured by this note, and do hereby agree to pay all cost of collection, including a reasonable attorney's fee.

WITNESS our hands and seals at Birmingham, Ala., this 28th day of March, 1983

WITNESSES:

[Signature]

R.C. Trimm

(SEAL)

Helen R. Trimm

(SEAL)

(SEAL)

(SEAL)

REAL ESTATE MORTGAGE

STATE OF ALABAMA

Jefferson County

To further secure the payment of the foregoing note, with interest thereon, together with any other sums that may become a charge upon the property herein described, we, the undersigned

R.C. Trimm and wife, Helen Trimm

hereinafter called "Mortgagors" have Granted, Barrained, Sold and Conveyed, and by these presents do hereby Grant, Bargain, Sell and Convey unto the said W.C. Guin, hereinafter called "Mortgagee," the following described real estate; situated in Jefferson County, Alabama, to-wit:

All that part of the E $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 3, Township 22, Range 2 West, that lies North of the Shelby Springs & Elyton Dirt Road.

All that part of the W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, Township 22 South, Range 2 West, that lies North of the Shelby Springs & Elyton dirt road.

All that part of the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ (if any) that lies North of the Shelby Springs and Elyton dirt road in Section 3, Township 22 South, Range 2 West.

MINERALS AND MINING RIGHTS EXCEPTED.

EXCEPTING HIGHWAY RIGHT OF WAY.

GUIN

Company
INC.

6220 5th AVENUE SO.
P. O. BOX 2804-A
BIRMINGHAM, AL. 35212

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blinds, and other fixtures of like kind character at present contained or hereafter to be placed in the buildings now or hereafter standing on said real estate, and all structures, gas and oil tanks, hot water tanks, and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, cooling, ventilating or as part of the plumbing therein, or for any other purpose appertaining to the use or improvement of the said real estate, including any refrigeration plant, whether such fixtures, etc., have or would become part of the real estate by such attachment thereto or not, all of which fixtures, etc., shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; also all the estate, right, title and interest of the Mortgagors in and to the Mortgaged premises, and all rents, issues and profits thereof.

TO HAVE AND TO HOLD all of the same, together with all of the rights, privileges and appurtenances thereunto appertaining, unto the said Mortgagee, its successors and assigns forever.

(1) The Mortgagors do hereby covenant and agree as follows: To keep the buildings and improvements now existing on the premises to be erected or placed on said mortgaged premises in good repair and constantly insured, in companies acceptable to the Mortgagee, up to their full insurable value, against loss by fire, windstorm and such other causes as the Mortgagee may hereafter require, and to deliver to said Mortgagee the policies of insurance and their renewals when due, in such form as the Mortgagee may elect, such policies to be made payable to the Mortgagee as its interest may appear by mortgage clause approved by it; to suffer and permit no nuisance to exist upon said premises, and no unlawful use thereof, and no other act upon said premises (or omission to act), that may impair or diminish the value of the mortgaged property or the security intended to be effected by virtue of this instrument; to pay all taxes, special assessments, bill for repairs, and any and all expenses incident to the ownership of the mortgaged property when due and payable, in order that no lien superior to that of the Mortgagee may be created against the property during the term of this mortgage, and to exhibit, upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. In case of failure of the Mortgagors so to do, the Mortgagee may insure said property, pay such taxes or special assessments; or redeem said premises from any tax sale, or purchase any tax title obtained, or that shall be obtained thereon; and the Mortgagee may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be against said premises or make repairs to said premises; and all monies paid for any such purpose, and any other monies disbursed by the Mortgagee to protect the lien of the mortgage shall be added to the unpaid balance of the aforesaid obligation as the first day of the then current month and become so much additional indebtedness secured by this mortgage and to be included in any decree foreclosing the same, and be paid out of the rents or proceeds of the sale of the lands and premises aforesaid, if not otherwise paid by said Mortgagors; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or material men, or into the necessity of such repairs, in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend money for taxes or special assessments, or for other purposes aforesaid, or to apply rents collected for any of said purposes. All rents collected after the law day of the mortgage shall be the property of the Mortgagee and no accounting shall be made for the same.

(2) For the purpose of further securing the indebtedness herein described, the said Mortgagors, their heirs and assigns, do further covenant and agree that, unless excused in writing by the Mortgagee, they will deposit with the Mortgagee each month, on the day when the monthly payments described in the promissory note which forms part of this mortgage fall due, an amount of money sufficient reasonably to anticipate the payment of all taxes, special assessments, fire and windstorm insurance premiums, and such other items as shall accrue against or in connection with the mortgaged premises, the amount of said monthly deposit to be 1/12th of the total of such annual charges. In the event that the Mortgagors, or any of them, should sell or convey, or otherwise dispose of their interest in the mortgaged premises, then they, or either of them, shall ipso facto lose all of their interest in the fund created by said deposits, and the said fund shall be retained by the Mortgagee and applied to the payment of the charges aforesaid when the same become due. The Mortgagee is authorized to pay such charges upon their respective due dates out of the fund so accumulated, but shall not be liable for any failure to do so, the burden of seeing that such payments are made in due course being hereby expressly placed upon and assumed by the Mortgagors, their heirs or assigns.

(3) It is understood and agreed by and between the Mortgagee and the Mortgagors that: It is the intent and purpose of this mortgage to secure the payment of the above note whether the entire amount shall have been advanced to the Mortgagors at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said obligation plus any amount or amounts that may be added to the mortgage indebtedness under the terms of paragraph numbered (1) hereof. And that upon the full payment of said obligation with interest and upon performance of all of the covenants and agreements herein contained to be done and performed by said Mortgagors, this mortgage shall be and become null and void, and of no effect, and the said Mortgagee will release and enter satisfaction of the same of record at the Mortgagors' expense. All rights and obligations under this mortgage shall extend to and be binding on the several heirs, executors, administrators, successors and assigns of the parties hereto.

(4) Whenever the word "Mortgagors" occurs in this instrument, it shall be held to mean "Mortgagor" when only one person signs this instrument, and shall also be held to mean and include at any time the person or persons who have acquired any title to the property covered by this mortgage; likewise, the words "him" or "himself," shall be held to mean "her" or "herself," or "they" or "themselves," according to the sex and number of the Mortgagors.

(5) That all covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors or assigns of the Mortgagee, whether plural or singular or neuter words are used herein.

(6) Upon default in the payment of any sum evidenced by said note and secured by this mortgage, either principal or interest, or in the payment of any other sum which may be a charge upon the property described in this mortgage under the terms thereof; or the making of any contract or agreement by the Mortgagors whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises; or in case of actual or threatened alteration, repair, addition to, and demolition or removal of any building on the mortgaged premises without the consent of the Mortgagee first had and obtained in writing; or in case any act as done or suffered to be done by the Mortgagors whereby the security of this mortgage shall be weakened, diminished or impaired; or upon the sale or transfer of the mortgaged property without the written permission or consent of the Mortgagee; or upon the filing of proceedings in bankruptcy by or against the Mortgagors, or the institution of any legal proceedings to enforce a mortgage or other lien against the property covered by this mortgage; or upon the default of the Mortgagors, their heirs or assigns, in the performance of any one of the covenants or agreements contained herein upon their part to be done and performed, the Mortgagee may at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with interest thereon, or any other charge against said property under the terms of this mortgage, due and payable, and take possession of said property and appropriate the rents, issues and profits therefrom to the payment of any sum secured by this mortgage or any prior charge against the mortgaged premises or to the expenses of foreclosing this mortgage and may proceed to foreclose this mortgage under the power contained herein, or by a proceeding in a court of competent jurisdiction.

(7) In the event of the happening of any of the events enumerated in the last preceding paragraph, the Mortgagors do hereby authorize the Mortgagee to take possession of the mortgaged property, and after advertising the time, place and terms of sale, once a week for three successive weeks in some newspaper published in the County wherein mortgaged property is located, proceed to sell the property subject to this mortgage at the door of the Court House of the county wherein all or part of the within mortgaged property is situated, if the mortgaged property is situated in Jefferson County, the sale will be conducted at the door of the Court House of Jefferson County, Alabama, in Birmingham, Twenty-First Street entrance, to the highest bidder for cash, the proceeds of said sale to be applied first: To the payment of liens for taxes, assessments or other prior charges against the property, and second: To the payment of the expenses of said sale, including the cost of advertising, a reasonable attorney's fee, and the cost of executing and recording deeds to the purchaser; third: Any balance to the payment of the indebtedness evidenced by said note and secured by this mortgage, including interest and any other sum which may be a charge upon the premises described in this mortgage under the terms hereof, and fourth: The balance if any shall be paid to the Mortgagors. The Undersigned Mortgagors do hereby authorize and empower the Mortgagee to bid for and become the purchaser of the property described in this mortgage of any portion thereof, whether said sale be made under the power contained in this mortgage, or under decree of some court of competent jurisdiction, and do hereby authorize the attorney for the Mortgagee, its agent or attorney or the auctioneer making said sale, to execute a deed in the name of the mortgagee to the purchaser at any sale of the premises covered by this mortgage, thereby vesting in the purchaser all right, title and interest of the Mortgagors and its successors in title in and to all of the property described herein, of whatsoever kind, covered by this mortgage.

IN WITNESS WHEREOF, The Mortgagors have hereunto set their hands and seals,
this 28 day of March, 1983.

WITNESSES:

M. H. Kreefse

R. C. Trimmer

Helen R. Trimmer

STATE OF ALABAMA,
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said
County in said State hereby certify that

whose names are signed to the foregoing conveyance and who 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 official seal, this 28 day of Mar 1983.

Mary H. Kreefse
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 JUL 26 AM 9:22

Thomas A. Brundage, Jr.
JUDGE OF PROBATE

Mtg Tax	10.05
Rec	4.50
Ind	1.00
	<u>15.55</u>