REAL PROPERTY MORTGAGE THIS MORTGAGE SECURES FUTURE ADVANCES

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KNO	VALL MEN BY THESE PRESENTS:
the u	HIS MORTGAGE, is made and entered into on this 12th day of August 19 83 by and between dersigned, James R. Fuqua Sr., Thelma M. Fuqua, James R. Fuqua Jr., and Thelma M. Fuqua as guardian of George R. Fuqua
/ 1	nafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC. (hereinafter ed to as "Mortgagee"); to secure the payment of Thirty Thousand and 00/100
(\$ <u>3</u>	•0 to as Mortgagee 1; to secure the payment of
barga	OW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, n, sell and convey unto the Mortgagee the following described real estate situated in SHELBY y, State of Alabama, to-wit:
SS 158	A lot or parcel of land located in the SW½ of the NE½ of Section 5, Township 22 South, Range 1 East containing one acre, more or less, described more particularly as follows: Commence at a point where the north line of the SW½ of the NE½ of said Section 5 intersects the centerline of the paved Shelby County Hwy. #61 (also known as Montgomery Road), thence run East along said North ½-½ line a distance of 330 feet to the point of beginning, thence continue last course a distance of 208.7 feet, thence turn right 90 degrees and run South a distance of 208.7 feet, thence turn right 90 degrees and run West a distance of 208.7 feet, thence turn right 90 degrees and run North a distance of 208.7 feet to the point of beginning. Also a 30 foot easement along the North side of the SW½ of the NE½ of said Section 5 between the above describe property and the aforementioned paved Shelby County Hwy. #61.
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7, G	anton – Amerika dr., kujun dr., kad Ihelma il. Kagun se guardian of George k. Euqua
anv	্রের্থির Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in rise appertaining;
,	TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.
of t	This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf be mortgaged, or any other indebtedness due from Mortgagor to Mortgaged, whether directly or acquired by assignment, and the estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.
	The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.
	If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written ent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately and payable.
	If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded in , at Page, in the office of the Judge of Probate of
bala by inco inco and occ and wit eve prid of Mo sec	County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current nee now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured the above described prior Mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to ease the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which me due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage or, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the in Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the tof any subsequent default. The Mortgagee herein may, at its option, make on behalf of Mortgagor any such payments which the said or Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so expended by Mortgagee on behalf Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and shall be covered by this tagage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the indebtedness ared hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the to foreclose this Mortgagee.
pay los Mo said	For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when osed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the taggee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies for Mortgagee, or assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit,

15-011 (REV. 4-83) .

Mortgagee or assigns and be at once due and payable.

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the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for

taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall

be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by

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UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, shall at once become due and payable, and this Mortgage he subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty 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 the 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 the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; 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 the other incumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at

of t colle Mor	the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be ected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that tgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this ion shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.
194	IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.
PAGE	CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.
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Ž.	from A Figure f (SEAL) ames R. Fingues 57 (SEAL)
	George R. Fuqua Bya Congre R. Fuqua (SEAL)
	Guardian
тн	E STATE OF ALABAMA) I, a Notary Public
the	ose name(s) is/are known to me acknowledged before me on this day that being informed of the contents of the conveyance by executed the same voluntarily on the day the same bears date. Given under my hand and seal this 12th day ofAugust
	Commission Expires: 3-24-86 Notary Public On Holling
133 133	Sames R. Fuqua Sr., Thelma M. Fuqua, Jones R. Fuqua Jr., and Thelma D. Fuqua as guarcian of George Lorua o,000.00 4 4 6 1 283 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 4 6 6 123 MR 12 5M 453 O,000.00 100 4 6 6 123 MR 12 5M 12 5M O,000.00 5 1 CEBLIEA I H.3 O SHELDY X O SHELDY X
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