

**Know All Men By These Presents, That DENNIS E. KIZZIAH, A Single Man**

(hereinafter called "Mortgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebtedness of the Mortgagor hereinafter described to JIM WALTER 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 Pelham, Alabama, County of Shelby

State of Alabama, described as follows: Begin at the NE Corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 23, Township 19 South, Range 2 West, thence run south along the east line of said  $\frac{1}{4}$ - $\frac{1}{4}$  on an azimuth of  $180^{\circ} 45'$  611.43 feet to point, said point being the center of a 30 ft. wide easement running north and south and also being the westerly boundary of a 30 ft. wide utility and road easement running southwesterly, thence turn an azimuth of  $204^{\circ} 19'$  southwesterly along the western boundary of said 30 ft. easement 628.56 feet to the POB, thence proceed southwesterly along the previous course 246.33 feet, thence turn an azimuth of  $315^{\circ} 34'$  northwesterly 180.0 feet, thence turn an azimuth of  $24^{\circ} 07'$   $44''$  northeasterly 244.15 feet, thence turn an azimuth of  $134^{\circ} 49'$   $44''$  southeasterly 179.96 feet to the point of beginning, being situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama. Along with all rights of ingress, and egress from said property.

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 Fifty Five Thousand Seven Hundred Twenty Eight Dollars and 00/100

(S 55,728.00), payable in 240 equal monthly installments of \$ 232.20 each, the first installment to become due and payable on the 5th day of the month next following the thirtieth day after release of the house to Buyer and one installment to become due and payable on the 5th day of each succeeding month until payment in full; 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 on said note or upon default in the performance of any of the covenants and agreements herein contained, the Mortgagee may accelerate the unpaid balance of the note, so that it will be immediately due and payable and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of such acceleration Mortgagor shall receive a refund credit for the unearned finance charge computed pursuant to the Rule of 78's computed to the nearest scheduled payment date. 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 not exceeding 15% of the unpaid debt after default; second, to the payment of the amount of said indebtedness, whether due or not, 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.

And the Mortgagor further expressly agrees and covenants:

To pay said note when the respective installments 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 said property and the buildings now located thereon, or hereafter to be erected thereon, in good repair and to permit, commit, or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations and rules affecting said property or its operation.

To keep all buildings and structures now or hereafter erected upon the Mortgaged premises permanently insured against physical damage or loss from fire, lightning and extended coverage to the extent of the lesser of the actual cash value of the house or the unpaid balance of the cash price. Mortgagor must maintain the required insurance coverage from the date of commencement of construction until Mortgagor's obligations under the Non-Negotiable Promissory Note and Mortgage are fully discharged. The required policies shall be deposited with the Mortgagee and contain a clause making the proceeds payable to the Mortgagee to the extent of its interest in the property. Mortgagee reserves the right to refuse to accept an insuror offered by the Mortgagor if the policy is not in the form or the amount acceptable to the Mortgagee.

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, and Mortgagee shall have a right to any unearned premiums. 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 8th day of September, A.D. 1983.

*[Signature]* (SEAL)  
\_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

Shelby COUNTY

THE STATE OF ALABAMA

I, The Undersigned, a Notary Public, in and for said State do hereby certify that DENNIS E. KIZZIAH 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, has executed the same voluntarily on the day the same bears date.

Given under hand and seal this 8th day of September, A.D. 1983.

*[Signature]*  
Notary Public, State of Alabama

County of State at large

My Commission Expires: 7/12/87

Alta Tax 83.70  
Rec 3.00  
Ind 1.00  
87.70  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 SEP 30 AM 10:53  
*[Signature]*  
JUDGE OF PROBATE

STATE OF ALABAMA

COUNTY

ss

I HEREBY CERTIFY that this instrument was filed for record on the day of A.D. 19, at o'clock M. I FURTHER CERTIFY that the revenue tax of \$ has been paid.

Recorded: Mortgage Book Page No.

JUDGE OF PROBATE

RETURN TO:  
JIM WALTER HOMES, INC.  
P. O. BOX 22601  
TAMPA, FLORIDA 33622