

This instrument was prepared by  
 David F. Ovson  
 (Name) SMITH, WHITE & HYND S P.A.  
 Suite 1734 - 2121 Bldg.  
 (Address) Birmingham, Al. 35203



**Jefferson Land Title Services Co., Inc.**  
 318 21ST NORTH • P.O. BOX 18481 • PHONE (205) 328-8020  
 BIRMINGHAM, ALABAMA 35201  
 AGENTS FOR  
 Mississippi Valley Title Insurance Company

**MORTGAGE-**

STATE OF ALABAMA

JEFFERSON COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas, Stallings of  
 Alabama, Inc. and Larry E. Carter and wife, Jean  
 Carter, and Ralph Tribble III, and wife, LaWanda R. Tribble

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to MetroBank, an Alabama  
 Banking Corporation

of Sixty-three thousand & no/100----- (hereinafter called "Mortgages", whether one or more), in the sum  
 (\$ 63,000.00 ), evidenced by promissory notes and personal guarantees of even  
 date, one such note and guarantee in the principal amount of \$50,000.00,  
 and the other such note and guarantee in the principal amount of \$13,000.00.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the  
 prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described  
 real estate, situated in Shelby (Parcel I) & Jefferson (Parcel II) Counties, State of Alabama, to-wit:

PARCEL I: Lot 8, in Block 4, according to the Survey of Wooddale, Third Sec-  
 tor, as recorded in Map Book 5, Page 133, in the Office of the Judge of  
 Probate of Shelby County, Alabama.

SUBJECT TO: 1. Restrictions appearing of record in Misc. Book 7, Page 401  
 2. Easements to Alabama Power Company and Southern Bell Telephone and  
 Telegraph Company in Deed Book 281, Page 262.  
 3. Agreements relating to water systems in Deed Book 229, Page 109 and  
 Deed Book 229, Page 112.  
 4. Easements to Alabama Power Company in Deed Book 179, Page 380  
 5. Easements and building line as shown on recorded map.  
 6. Mortgage executed by F. A. Faggioni and Karen Sims Faggioni, to Birmingham  
 Federal Savings & Loan Association, recorded in Mortgage Book 347, Page 392  
 7. Ad valorem taxes for the current year 1983.

PARCEL II: Lot 5, Block 4, according to the map and survey of Eastbrook First  
 Sector, as recorded in Map Book 120, Page 2 and amended and refiled by Map  
 Book 122, Page 59 in the Probate Office of Jefferson County, Alabama.

SUBJECT TO: 1. Mortgage executed by Ralph Tribble, III and LaWanda R. Tribble  
 to Johnson & Associates Mortgage Co., recorded in Real Volume 1997, Page  
 346, & transferred & assigned to City Federal Savings and Loan Association  
 by instrument recorded in Real Volume 2002, Page 298.  
 2. Right of way granted to Jefferson County, Alabama and release of damages,  
 recorded in Real Volume 796, Page 376.  
 3. Easements and building line as shown on recorded map  
 4. Restrictions appearing of record in Real Volume 1999, Page 191.  
 5. Mortgage given by Ralph Tribble III and LaWanda R. Tribble to the City  
 of Birmingham, recorded in Real Volume 1997, Page 353, in the Probate  
 Office of Jefferson County, Alabama.  
 6. Ad valorem taxes for the year 1983.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee. Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property 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 said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one 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 said 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 said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; 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 other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set their signature<sup>S</sup> and seal, this 27<sup>th</sup> day of September, 1983

*Larry E. Carter* (SEAL)  
*Jean Carter* (SEAL)  
*Ralph Tribble III* (SEAL)  
*LaWanda R. Tribble* (SEAL)

THE STATE of ALABAMA  
JEFFERSON

COUNTY

I, David F. Ovson, a Notary Public in and for said County, in said State, hereby certify that Larry E. Carter & wife Jean Carter and Ralph Tribble III, and wife LaWanda R. Tribble, whose names are assigned 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 27<sup>th</sup> day of September, 1983

THE STATE of

COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ of \_\_\_\_\_, a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1983

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1983 OCT -5 AM 9:15  
TAX Pd in Jefferson Co.  
JUDGE OF PROBATE  
Notary Public Fee 3.00, 19  
Jud 1.00  
H.00

63,000.00  
SMITH, WHITE & HYND S P.A.  
Suite 1734 - 2121 Bldg.  
Return to: Bham, AL. 35203  
Stallings of Alabama, Inc. & Larry  
Carter & wife Joan Carter & Ralph  
Tribble III & wife, LaWanda R. Tribble

MORTGAGE DEED 340

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED  
1983 SEP 27 PM 1:29  
RECORDED IN AUG 27  
JUDGE OF PROBATE

Recording Fee \$  
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.  
319 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-1020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
Mississippi Valley Title Insurance Company