

MORTGAGE

THE STATE OF ALABAMA, }
SHELBY COUNTY, }

KNOW ALL MEN BY THESE PRESENTS, That this indenture made and entered into by and between William E. Birdsong and wife, Patricia A. Birdsong, hereinafter called mortgagor, and F P NO. 5, LTD., an Alabama limited partnership, hereinafter called mortgagee;

WITNESSETH:

THAT WHEREAS, said mortgagor is justly indebted to said mortgagee in the sum of Nine Thousand Three Hundred Fifty and 10/100ths (\$9,350.10) DOLLARS

which is evidenced by their one (1) negotiable promissory note of even date herewith

In the principal amount of \$9,350.10, payable according to the terms and conditions of the aforesaid note and with interest at the rate specified therein. If not sooner paid, this indebtedness shall be due and payable on November 17, 2013.

AND WHEREAS, said mortgagor desires and has agreed to secure the prompt payment of said note according to the terms and stipulations therein contained:

NOW, THEREFORE, in consideration of the premises and of said indebtedness and in order to secure the prompt payment of the same according to the terms and stipulations contained in said note, and to secure any other amount that the mortgagee or his assigns may advance to the mortgagor before the payment in full of said mortgage indebtedness, the said mortgagor William E. Birdsong and wife, Patricia A. Birdsong, do

hereby grant, bargain, sell and convey to and unto the said mortgagee the following described property situate in Shelby County, Alabama, to-wit:

Lot 2, Block "D" according to the amended map of Fox Haven, 1st Sector, as recorded in Map Book 7, page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

This is a purchase money second mortgage, the entire proceeds from which have been used to purchase the property hereinabove described and also described in that certain deed filed contemporaneously herewith.

Frank Kissinger
318 No. College Street
Guruburn, Al. 36830

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TO HAVE AND TO HOLD, said property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining unto the said mortgagee, his successors, heirs or assigns, in fee simple.

Said mortgagor covenants that he is lawfully seized of said property in fee simple and has a good right to convey the same as aforesaid, and warrants the same to be free from all encumbrances and against any adverse claims.

THIS, HOWEVER, is a mortgage and subject to the following covenants, conditions and stipulations, to-wit:

1. That so long as the indebtedness secured by this mortgage shall remain outstanding and unpaid, in whole or in part, the mortgagor agrees to keep the improvements on said property in as good condition as they now are, and not to permit any waste thereof, and to pay and discharge as the same become due all taxes or assessments or other charges that may be levied upon or accrue against said property, and all other debts that may become liens or charges against said property for improvements that may hereafter be made thereon and not permit any lien to accrue or remain on said property or on the improvements, or any part thereof, which may take precedence over the lien of this mortgage.

2. The mortgagor herein agrees to cause the improvements on said real property and said personal property to be insured against loss by fire and tornado for its full insurable value in reliable insurance companies, satisfactory to the mortgagee, his successors or assigns, until the indebtedness hereby secured is fully paid, loss if any payable to the mortgagee, his successors or assigns, as his interest may appear and said insurance policies shall be delivered to mortgagee.

3. In the event the mortgagor fails to insure said property as herein agreed or to pay the taxes which may be assessed against the same, or any liens or claims which may accrue thereon, the mortgagee, or his assigns, are hereby

authorized at their election to insure same and to pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagor hereby agrees to refund on demand the sum or sums so paid with interest thereon at the rate of eight per centum per annum, and this mortgage shall stand and be security therefor.

4. That if the mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, which the mortgagor hereby agrees to do, and shall in all things do and perform all acts and agreements according to the tenor and effect thereof as herein stipulated, then, in that event, this conveyance shall be and become null and void; otherwise it shall remain in full force and effect.

5. But if the mortgagor shall fail to pay, or cause to be paid, the above mentioned note and advances, if any, as herein provided, or any installments thereof, including interest installments, as the same shall respectively become due and payable according to the terms thereof, or in the event the mortgagor shall fail to do or perform any act or thing herein required or agreed to be done, and said note and advances, if any, and all interest thereon accrued shall thereupon become due and payable and this mortgage shall be subject to foreclosure, at the option of the mortgagee, or his assigns; and in any such event the mortgagee or his assigns shall have the right and are hereby authorized to enter upon and take possession of said property, and, after or without taking such possession, to sell the same at public outcry for cash, after giving ten (10) days' notice of the time, place and terms of such sale, together with a description of the property to be sold, by posting a written notice at the Court House door of the County in which the mortgagor resides and the property or a part thereof is located, but if the mortgagor does not reside in the county where the property or a part thereof is located, then such notice must be given in the county where the property or a material part thereof is located; provided that if the amount secured by this mortgage is \$500.00 or more said notice of the sale of real estate included in this mortgage shall be given by publication once a week for three successive weeks in some newspaper published in the county in which such land or some portion thereof is situated. Said sale of real estate shall be had at the Court House door of the county in which said notice is given. If personal property as well as real estate is included in this mortgage, said personal property may be sold on the same notice and at the same time and place as the real estate, or may be sold at a different time at the Court House door of the county in which the personal property is found or to which it is brought, at public outcry for cash, and at one or more sales, after giving 10 days' notice of the time, place and terms of such sale by posting a written notice at the Court House door of the county where said sale is to be had; and it shall not be necessary to have such personal property at the place of sale if ponderous or impractical to move.

6. The proceeds of said sale the mortgagee, his successors or assigns, shall apply, first to the expenses incurred hereunder, including a reasonable attorney's fee for the collection of said indebtedness and the foreclosure of this mortgage, then to the payment of whatever sum or sums the mortgagee, his successors or assigns, may have paid or become liable to pay in carrying out the terms and stipulations of this mortgage, together with the interest thereon; and finally to the payment and satisfaction of said principal and interest indebtedness, including advances as herein provided, but interest to the date of sale only shall be charged. The balance, if any, shall be turned over to the said mortgagor.

7. It is agreed that if this mortgage be foreclosed by suit in equity, a reasonable attorney's fee shall, among other expense and costs, be first allowed and paid out of the proceeds of the sale of said property. It is further agreed that in the event of a sale under the power contained herein, the mortgagee, his successors or assigns, may purchase said property at such sale.

8. As to the collection of the amounts due on the obligations herein assumed, the mortgagor waives all rights of homestead and personal property exemption provided under the constitution and laws of the State of Alabama and of any other State.

9. Unless a contrary intention is indicated by the context, words used herein in the masculine gender include the feminine and the neuter, the singular includes the plural and the plural the singular.

10. It is agreed that if all or any part of the property, or an interest therein, secured by this mortgage is sold or transferred by Mortgagor to any party who was not privy to this mortgage on the date of its execution, without prior written consent of the Mortgagee, its successor and assigns (excluding (a) the creation of a lien or encumbrance subordinate to this mortgage; (b) or the creation of a purchase money security interest for household appliance; (c) or a transfer by devise, descent, or operation of law upon the death of a joint tenant; (d) or the grant of any leasehold interest of three years or less not containing an option to purchase), the Mortgagee, at its option, may declare all the sums secured by this mortgage to be immediately due and payable, and Mortgagee shall have the right to proceed with the sale of the property under the foreclosure provisions of this mortgage. A failure by Mortgagee to exercise this option shall not constitute a waiver of its rights to exercise such option on subsequent sales, transfers, or attempts to sell or transfer the said mortgaged property.

11. Default under the terms of the first mortgage or note, shall constitute default of the note secured hereby, and Mortgagee, at its option, shall have the right to accelerate the indebtedness secured hereby in accordance with the terms of Paragraph

IN WITNESS WHEREOF, the undersigned William E. Birdsong and wife, Patricia A. Birdsong have hereunto set their hands and seals on this 17th day of November, 1983.

William E. Birdsong
(William E. Birdsong)

Patricia A. Birdsong
(Patricia A. Birdsong)

THE STATE OF ALABAMA
JEFFERSON COUNTY,

I, Ira Weissinger, Jr.

a Notary Public in and for said County, in said State,
William E. Birdsong and Patricia A. Birdsong

hereby certify that

s are

are

whose name signed to the foregoing conveyance, and who 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 the 17th day of November, 1983

My Commission Expires: 2-1-85

Ira Weissinger, Jr.
Notary Public.

THE STATE OF ALABAMA

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 NOV 23 AM 8:41

Notary Fee - 14.10
Rec 6.00
Ind 1.00
21.10

I, a Notary Public in and for said County, in said State,

hereby certify that

Thomas A. Birdsong, Jr.
REC'D OF PROBATE

and

whose names are signed to the foregoing conveyance as and

respectively, of said corporation, and who are known to me,

acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers 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, 19

Notary Public,
My commission expires:

MORTGAGE

THE STATE OF ALABAMA,
County.

I,
Judge of Probate of said county, do hereby cer-
tify that the foregoing mortgage was filed for
record in this office on the day
of, 19,
and was recorded in Volume
Record of Mortgages, page, on the
day of, 19.

Judge of Probate.

I,
Judge of Probate for County,
Alabama, do hereby certify that the following
privilege tax has been paid on the within instru-
ment as required by statute, viz.:—\$.

Judge of Probate.

This instrument was prepared by Ira Weissinger, Jr., Attorney, 318 North College Street,
Auburn, Alabama 36830.