

MORTGAGE

1878

THE STATE OF ALABAMA

Jefferson and Shelby }
County

KNOW ALL MEN BY THESE PRESENTS: That whereas

Parcel I: Clifford H. Kuhlman, Jr and wife, Angeous D. Kuhlman
Parcel II: Handley W. Cook, Jr. and wife, Dianne S. Cook
Parcel III: Hugh Wylie Brown, Jr. and wife, Connie S. Brown

become justly indebted to FIRST ALABAMA BANK OF Birmingham of Birmingham Alabama

hereinafter called the Mortgagee, in the principal sum of

One Hundred Sixteen Thousand Seven Hundred Ninety Seven and 98/100\$ 116,797.98) Dollars.

as evidenced by one negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee (except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes) and compliance with all of the stipulations hereinafter contained, the said

Parcel I: Clifford H. Kuhlman, Jr. and wife, Angeous D. Kuhlman

Parcel II: Handley W. Cook, Jr. and wife, Dianne S. Cook

Parcel III: Hugh Wylie Brown, Jr. and wife, Connie S. Brown (hereinafter called Mortgagors)

doES hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

Jefferson and Shelby County, State of Alabama, viz:

Parcel I: Lot 6, Block 5, according to the survey of Southwind First Sector, as recorded in map Book 6, page 72, in the Probate Office of Shelby County, Alabama.

Parcel II: Lot 19, Block 1, according to the survey of Cherokee Forest, First Sector as recorded in Map Book 5, Page 17, in the Probate Office of Shelby County, Alabama.

Parcel III: Part of Estate # 6, according to the map and survey of J.P. Westbrook Estates, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Volume 27, on page 14, more particularly described as follows:

Commence at the northeast corner of NE 1/4 of NW 1/4, Section 33, Township 18 South Range 2 West: thence Westerly along the north line thereof 506 feet to the north-east corner of Estate # 6 in said survey; said point being the point of beginning of the land herein described; thence south along the east line of said Estate # 6 for 326.25 feet; thence right 90° 35' for 97.62 feet to a point on a curve, said 97.62 foot line being radial to said curve, said curve being concave southwesterly and having a radius of 40 feet and a central angle of 108° 38': thence northerly and westerly along the arc of said curve for 75.84 feet: thence right and northwesterly for 319.0 feet to a point on the north line of said Estate # 6 which is 235 feet west of the point of beginning; thence east along said north line for 235 feet to the point of beginning.

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First Alabama Bank
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ALABAMA

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK OF
Birmingham, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

Current Ad Valorem Taxes; Easements and Restrictions of record. This is subject to the following: PARCEL I: Mortgage to Collateral Investment Company, recorded in Real 374, page 785 and assigned to Federal National Mortgage Assoc. in Misc. 24, page 207. PARCEL II: Mortgage to City Federal Savings & Loan, recorded in Real 369, page 313 and to Service Corporation of Alabama, recorded in Real 381, page 407. PARCEL III - Mortgage to Jefferson Federal Savings & Loan, recorded in Real 607, page 306.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such 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 heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in _____

Birmingham, Jefferson and Columbiana, Shelby

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, we _____ have hereunto set our _____ hand(s) and seal(s) this 23 day of DEC, 1983.

X Clifford H. Kuhlman Jr. (Seal)
Clifford H. Kuhlman Jr. (Parcel I)

X Angeous D. Kuhlman (Seal)
Angeous D. Kuhlman (Parcel I)

This instrument was prepared by:

NAME Catherine L. Jones

ADDRESS First Alabama Bank of Birmingham

SOURCE OF TITLE

BOOK

PAGE

Subdivision	Lot	Plat Bk	Page
QQ	Q	S	T
			R

X Handley W. Cook Jr.
Handley W. Cook, Jr. (Parcel II)

X Dianne S. Cook
Dianne S. Cook (Parcel II)

X Hugh Wylie Brown Jr.
Hugh Wylie Brown, Jr. (Parcel III)

X Connie S. Brown
Connie S. Brown (Parcel III)

CERTIFICATE

In compliance with Act #671, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is _____ upon which the mortgage tax of _____ is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of _____ County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor _____ Mortgagee First Alabama Bank of BIRMINGHAM

Date, Time and Volume and Page of recording as shown hereon.

By _____

THE STATE OF ALABAMA,
Jefferson and Shelby
COUNTY.

The Undersigned

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

Before me, the said Clifford H. Kuhlman, Jr., Angeous D. Kuhlman, Handley W. Cook, Jr.,
Dianne S. Cook, Hugh Wylie Brown, Jr., Connie S. Brown
whose name s 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 23rd day of December, 19 83.

Loretta K. Arnold
MY COMMISSION EXPIRES APRIL 24, 1985

Notary Public.

THE STATE OF ALABAMA,
COUNTY.

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

hereby certify that _____

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, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19 _____.

Notary Public.

THE STATE OF ALABAMA,
COUNTY.

Day Rd. in Jcy.
1984 JAN 31 AM 8:57

Rec. 8.00
Sub 1.00
9.00

I, _____, Notary Public in and for said County, in said State.

hereby certify that _____ whose name as _____

of the _____, 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 the

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 _____ day of _____, 19 _____.

Notary Public.

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 2451 PAGE 627

JAN 24 8 16 AM '84

RECORDED INTO TAX
& S. D. L. O. T. A. S. BEEN
PD. ON THIS INSTRUMENT.

Clifford H. Kuhlman, Jr.
JUDGE OF PROBATE

First Alabama Bank - 5 Pts. South
Clifford H. Kuhlman, Jr. &
Angeous D. Kuhlman; Handley W.
Cook, Jr. and Dianne S. Cook;
Hugh Wylie Brown, Jr. and
Connie S. Brown

TO
First Alabama Bank of Birmingham

MORTGAGE 340

THE STATE OF ALABAMA,

REAL 2451 PAGE 627
COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the _____

day of _____, 19 _____.

at _____ o'clock _____ M., and duly record in

Volume _____ of Mortgages, at page

_____ and examined.

Judge of Probate.

First
Alabama
Bank