

1224

This instrument was prepared by Larry D. Kizziah, Attorney, 2104 Rocky Ridge Road  
Birmingham, Alabama.

REAL ESTATE MORTGAGE

STATE OF ALABAMA

Jefferson / Shelby COUNTY

REAL 2483 PAGE 110

PRECOMPUTED

THIS INDENTURE MADE AND ENTERED into on this the 29th day of March 19 84, by and between  
the undersigned, Frank Smith and wife, Diane Smith

as parties of the first part and United Companies Mortgage of Alabama, Inc., a corporation, organized and existing under the Laws of  
the State of Alabama, as party of the second part

WITNESSETH

WHEREAS, we, the said parties of the first part, are justly indebted to said party of the second part in the sum of Ninety-  
Seven Thousand, Four Hundred and Ninety-two dollars 80/100's (\$97,492.80).

as evidenced by our promissory note of even date herewith, payable to the order of the party of the second part in 120  
consecutive monthly installments of \$ 812.44 each, and a final payment of \$ ; the first installment

is due May 5, 19 84, and the remaining installments are due on the same day of each month thereafter. Said  
promissory note provides for interest at the contract rate after maturity and for attorney's fee and court costs, if placed in the hands of  
an attorney for collection.

AND WHEREAS, we, the said parties of the first part, are anxious to secure the prompt and certain payment of said promissory note  
above described, with the interest thereon, as the same becomes due and payable, and for the purpose of so doing, and for and in  
consideration of the sum of One Dollar (\$1.00) to us cash in hand paid by the party of the second part, the receipt of which is hereby  
acknowledged, we, the said parties of the first part, do hereby grant, bargain, sell and convey unto the party of the second part the

following described real estate, situated in the County of Jefferson / Shelby State of Alabama, to-wit:

See Attached for Legal

Frank Smith A/K/A Franklin D. Smith and Diane Smith A/K/A Diane W. Smith

including also stoker, water heater and all heating, plumbing and lighting fixtures, doors and window screens, storm windows or sashes,  
shades and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD the property above described, together with all and singular the rights, privileges, tenements, appurtenances  
and improvements unto the said party of the second part, and unto its successors and assigns forever. And We, the said parties of  
the first part do hereby covenant and represent unto the said party of the second part, its successors and assigns, that we are lawfully

seized in fee of the property above described, and that the property is free from all encumbrances except

that

Preferred Research  
2121-8 Ave. N. B'ham 35203

we have a good and lawful right to sell and convey the same as aforesaid, that we will warrant and defend the title to the same forever against the lawful claims and demands of all persons whomsoever. And we, the said parties of the first part, further do covenant and agree that we will pay all taxes due and to become due on the property above described, all assessments for street or other improvements and keep the buildings thereon insured against loss by wind, storm, or fire in some good and solvent fire insurance company acceptable to second party and in an amount sufficient to cover this indebtedness, or such other sum as may be agreed upon between the parties with the loss, if any, payable to the said party of the second part as its interest may appear, and if at any time we fail to pay and keep up said taxes, assessments for street or other improvements and insurance as agreed, the said party of the second part, its successors or assigns, are hereby authorized to do so and to charge the amounts so expended to us, which shall become and be a part of this mortgage and a charge of lien upon the property above described.

Subject to the party of the second part request, we, the said parties of the first part shall pay to the party of the second part on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonable estimated initially and from time to time by party of the second part on the basis of assessments and bills and reasonable estimates thereof.

BUT THIS COVENANT IS UPON THIS CONDITION. That if we, the said parties of the first part, pay or cause to be paid, to the party of the second part, our promissory note above described, with interest and attorney's fee thereon as the same becomes due and payable, and shall keep up the said taxes, assessments for street or other improvements and insurance as agreed, then this covenant is VOID.

BUT ON OUR FAILURE to pay our said Promissory Note above described, with the interest thereon as the same becomes due and payable, or on our failure to pay the said taxes, assessments for street or other improvements, and insurance as agreed, then, or in any one of these events, the said party of the second part, its successors, assigns, agents or representatives, are hereby authorized to declare the entire indebtedness due, and take possession of the property above described (or without taking such possession) and after giving three weeks notice of the time, place and terms of sale, by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash, in front of the Courthouse door of said County, and may execute title to the purchaser, or purchasers, and devote the proceeds of said sale to the payment: First, of the expense of advertising, selling and conveying, including attorney's fee and other reasonable cost of foreclosure, whether under the power of this mortgage or by Bill of Foreclosure out of the Chancery Court. Second, of the amount with interest that may be due on our said promissory note above described, together with any amounts that may have been expended by the said party of the second part, its successors and assigns, in the payment of taxes, assessments for street or other improvements, and insurance as agreed, with interest at the highest legal contract rate on said payments from their dates, and Lastly, if there should be any surplus of said proceeds, the same is to be turned over to us, the said parties of the first part.

We, the parties of the first part, hereby waive all of our homestead exemption, dower, or curtesy rights, and all and every other right or exemption which we have or may have under the constitution and laws of the State of Alabama to have the above described property or any other property which we now own or may hereafter own, exemption from sale hereunder or levy and sale under legal process, it being the true intent and meaning of this waiver of exemption to subject the property we now own or may hereafter own, to the payment in full of the principal and interest of the above described promissory note or our obligation set forth in this mortgage.

IN THE EVENT OF A SALE under the power conferred by this mortgage, the said party of the second part, its successors or assigns, shall have the right, and it is hereby authorized to purchase said property at such sale. And should such property be sold under this mortgage, the Auctioneer making such sale, is hereby empowered and directed to make and execute a deed to the purchasers of same.

Parties of the first part agree that no delay or failure of the party of the second part to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any part or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidence in writing signed by all parties hereto.

Transfer of the Property. Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (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, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this the day and date first above written.

Frank Smith (SEAL)  
Frank Smith  
Diane Smith (SEAL)  
Diane Smith

STATE OF ALABAMA

Jefferson/Shelby COUNTY

I, the undersigned authority, in and for said County and State, hereby certify that Frank Smith and wife, Diane Smith

whose names 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 date the same bears date.

Given under my hand and official seal this 29th day of March, 19 84

Sharon M. Bailey  
Notary Public

STATE OF ALABAMA

Jefferson/Shelby COUNTY

I, \_\_\_\_\_, a Notary Public in and for said county and 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 date 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 \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

Part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 19 South Range 3 West, more particularly described as follows: Commence at the North west corner of the Southeast Quarter of the Northeast Quarter of said Section 13, and run Thence East along the North Boundary line thereof 252 feet to the point of beginning; thence continue East along the North boundary of said Quarter-Quarter for a distance of 270.80 feet; thence turning an angle to the right of 88°57'15" and run south parallel with the West boundary of said Southeast Quarter of Northeast Quarter 549.26 feet, thence West and parallel with the North boundary of said Quarter-Quarter 270.80 feet, thence turning an angle to the right of 88°57'15" and run in a Northerly direction 549.26 feet to the point of beginning, and situated in Jefferson County, Alabama.

An easement was reserved by Dora Gladys Lamb for a road over the north fifteen (15) feet of the property herein described which shall be appurtenant to and run with the land.

Less an except that part of above property known as lots 1 and 2 Diamond Estates as recorded Map Book 127 Page 18, Jefferson County Alabama.

Lots 15 and 24 according to the survey of Quail Run, Phase 3 as recorded in Map Book 7, Page 159 in the Probate Office of Shelby County, Alabama.

*Frank Smith*  
Frank Smith

*Diane Smith*  
Diane Smith

BOOK 449 PAGE 250

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1984 MAY 24 PM 1:49  
TAX PD in Jeff. Co.  
*Thomas A. [Signature]*  
JUDGE OF PROBATE

*Dec 6.00*  
*Ind 1.00*  
*7.00*

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
DEAL 2483 PAGE 110  
MAR 29 2 40 PM '84

RECORDED & INDEXED TAX  
& SEVEN DOLLARS HAS BEEN  
PD. ON THIS INSTRUMENT.  
*[Signature]*  
JUDGE OF PROBATE

*146.25*  
*7.00*  
*153.25*