

1422

## ALABAMA REAL ESTATE MORTGAGE

### MORTGAGOR(S):

### MORTGAGEE:

Jerry R. Adams, Sr. and wife,

(Name)

Sharon W. Adams

(Name)

1214 David Drive

(Address)

Shelby

(County)

Pelham, Alabama

(City)

(State)

35124

(Zip)

COMMERCIAL CREDIT CORPORATION

1564 Montgomery Highway

(Address)

Jefferson

(County)

Birmingham, Alabama

(City)

(State)

35216

(Zip)

Date of Note and Mortgage

07/25/84

Account No.

05004848

Principal Amount

\$12,450.00

Final Payment Due Date

07/30/91

☐ If checked, initial final payment due date only

WHEREAS, this Mortgage is given to secure the performance of the provisions hereof and the payment of a Note of even date signed by \_\_\_\_\_

Jerry R. Adams, Sr. and wife, Sharon W. Adams

(Borrower)

in the principal amount shown above with interest and charges as therein provided, repayable in installments as provided in said Note, without any relief whatever from variation or appraisal laws of the State of Alabama.

WITNESSETH, that the above-named Mortgagor, for full and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the following described property, situated in the County of Shelby

\_\_\_\_\_, State of Alabama, to wit:

Lot 7, Block 1, according to the Survey of Brookfield, First Sector as recorded  
in Map Book 5, page 125 in the Probate Office of Shelby County, Alabama.

Also known as "1214 David Drive, Pelham, Alabama 35124"

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Warranted free of all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current year.

TO HAVE AND TO HOLD the above described premises unto said Mortgagee with all the rights, improvements, and appurtenances thereunto appertaining. Mortgagor covenants that Mortgagor is lawfully seized of an indefeasible estate in fee simple of the premises and that the premises are free from liens, encumbrances, taxes, and assessments except as herein stated. The undersigned Mortgagor will warrant and defend unto Mortgagee the title to said premises against the lawful claims and demands of all persons.

This Mortgage is second and subordinate to a certain Mortgage executed by Mortgagor to Cobbs, Allen & Hall Mortgage Company dated the 17th day of September 19 73, recorded in Volume

Book 334 page 139 in the office of the Probate Judge of Shelby County, Alabama. If the Mortgagor, his, her or their heirs, executors, administrators, or assigns shall pay unto Mortgagee, its successors and assigns, the Principal Amount shown above, according to the terms of Mortgagor's Note therefor, of this date, with interest and charges as stated therein, and if Mortgagor shall fully perform each and all the covenants and agreements herein set out and, if necessary, reimburse the Mortgagee for amounts expended on Mortgagor's behalf, then these presents shall be void, otherwise they shall remain in full force and effect.

The Mortgagor hereby covenants:

1. To pay the above described Note according to its terms.
2. To pay promptly all taxes and assessments when imposed upon the premises.
3. To keep the improvements on said property insured against fire, windstorm, hail, lightning and all risks included in the extended coverage provision, with companies acceptable to Mortgagee, for not less than a sum equal to the indebtedness secured by this and any other mortgages and to have each such policy payable to Mortgagee as its interest may appear under a standard mortgage clause acceptable to Mortgagee with a copy of the policy delivered to Mortgagee.
4. To neither commit nor permit waste upon its premises.
5. To comply with all of the terms and conditions of the note and this Mortgage.
6. To comply with all of the terms and conditions of, and to perform all obligations made incumbent upon Mortgagor in, that certain first mortgage described hereinabove.

It is further covenanted by Mortgagor that if insurance is not procured and policies delivered as herein provided, or if the taxes or assessments upon the property or any expenses incurred by mortgagee are not paid as agreed, the Mortgagee or the holder of the Note secured hereby may procure such insurance, pay such taxes or expenses, and all money so paid by the Mortgagee or assigns shall be due Mortgagee or holder hereof, and shall be added to and made a part of the debt secured hereby, and shall bear interest at the rate provided in said Note.

The premises (or an interest therein) may not be sold or transferred without the Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrances 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, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer to a relative resulting from the death of the Mortgagor, (f) a transfer where the spouse or children of the Mortgagor become an owner of the premises, (g) a transfer resulting from a decree of a dissolution of a marriage, legal separation agreement, or from an incidental property settlement, by which the spouse of the Mortgagor becomes an owner of the premises, (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the premises, and (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board.

In the event of a breach of any of the aforesaid covenants or agreements, the unpaid balance of the indebtedness secured hereby, and the accrued but unpaid finance and other charges, shall at the option of the Mortgagee or the holder of the indebtedness hereby secured, become immediately due and collectible and the holder hereof may proceed to foreclose this Mortgage, and, in such event, the Mortgagee's agents or assigns shall be authorized to take possession of the premises and empowered to sell the premises at auction for cash, at the front door of the County Court House in the county where the property is located after first giving 30 days notice by publication once a week for four (4) consecutive weeks in any newspaper published in the county, and to execute proper conveyance to the purchaser in the name of the Mortgagor. Out of the proceeds of the sale, the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, not exceeding fifteen (15) per cent of the unpaid debt after default and referral to an attorney not a salaried employee of the Mortgagee, then retain enough to pay said Note and interest and charges thereon and any sums advanced by Mortgagee for taxes, insurance, and assessments together with the interest thereon, and pay the balance, if any, to the Mortgagor or the person or persons legally entitled thereto. If the proceeds of sale are not sufficient to pay the balance owed on the Note, together with interest and charges thereon, Mortgagor agrees to pay the deficiency upon demand by the holder of the Mortgage.

At the sale under the powers herein, the Mortgagee may bid for the purchase of said property like a stranger hereto, 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.

If in this Mortgage, the Mortgagor is or includes persons other than the Borrower, the Borrower only is liable for payment of the Note and any and all amounts payable hereunder and Mortgagor is liable and bound by all other forms, conditions, covenants, and agreements contained in this Mortgage, excluding any payment obligations and including but not limited to, the right of and power of Mortgagee to foreclose on the Mortgage in the event of default by Borrower in payment of the Note.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hand and seal this 25th day of July 19 84

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

1984 JUL 26 AM 11:34

Thomas A. Shanderson, Jr.  
JUDGE OF PROBATE

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Jerry R. Adams, Jr. (L.S.)

Sharon D. Adams (L.S.)

\_\_\_\_ (L.S.)

This Instrument was prepared by E.H. Bates (Name)

1564 Montgomery Highway, Birmingham, Alabama, 35216 (Address)

ORIGINAL-RECORDING

DUPLICATE-OFFICE

TRIPPLICATE-CUSTOMER'S

*Commercial Credit*

CCC 1596-G Printed in U.S.A. 4/83

THE STATE OF ALABAMA,

JEFFERSON

County

I, Thomas O. Parker

a Notary Public in and for said State and County, hereby certify that Jerry R. Adams, Sr. and wife, Sharon W. Adams

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

Given under my hand and seal this the 25th day of July, 1984

Thomas O. Parker  
Notary Public

My Commission Expires July 1, 1987

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

1984 JUL 26 AM 11:35

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Mtg Pay - 1875  
Rec. 750  
Ind 100  
2725

ATE MORTGAGE

FROM

TO

A.

County

Court of said County, do hereby  
egoing mortgage was filed for

ice on the

, 19, and was

Record of

on the

, 19

Judge of Probate.

\$ Paid.

\$ Paid.