

STATE OF ALABAMA)

COUNTY OF Shelby)

JUNIOR MORTGAGE

KNOW ALL MEN BY THESE PERSENTS, that Sanford E. Morgan and Ruth Morgan (hereinafter called "mortgagor"), in consideration of Eight thousand two hundred sixty & 74/100 (\$ 8260.74) hereby acknowledged to have been paid to it by American Mortgage & Investment Company (hereinafter called "mortgagee"), does hereby GRANT, BARGAIN, SELL, and CONVEY unto the mortgagee all that real property in the County of Shelby State of Alabama, described as follows:

All of the west half of the NE $\frac{1}{4}$ of Section 21, Township 19, Range 1 East, lying north of Pumpkin Swamp Road, except the west 420 feet of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, situated in Shelby County, Alabama.
 LESS AND EXCEPT : Commence at the northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 21, T-19-S, R-1-E, thence run North along the East line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 28.59 feet; thence turn an angle of 140.53 min. to the left and run a distance of 386.00 feet; thence turn an angle of 90 degrees, 00. min. to the right and run a distance of 30.00 feet to the Northwest right-of-way of Shelby Hwy. No 51 and the point of beginning; thence turn an angle of 90 deg. 00 min. to the left and run along said right of way line a distance of 55.20 feet; thence turn an angle of 90 deg. 00 min. to the right and run along said right-of-way line a distance of 10.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run along said right-of-way line a distance of 140.82 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 110. feet; thence turn an angle of 38 deg. 04 min. to the left and run a distance of 285.00 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 224.56 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 379.19 feet; thence turn an angle of 38 deg. 04 min. to the right and run a distance of 184.46 feet to the Northwest right-of-way line of said Hwy; thence turn an angle of 90 deg. 49 min. to the right and run along said right-of-way a distance of 38.83 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 21, T-19-S, R-1-E, Shelby County, Alabama, and containing 2.50 acres.

This conveyance includes all rents or proceeds arising from the above property as well as any judgments, awards or settlements arising from any condemnation proceedings or the taking of any property pursuant to any power of eminent domain, which, at the option of the mortgagee may be applied to this indebtedness.

Together with all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same, in fee simple into the mortgagee, forever.

Providing always, and these presents are upon the express condition, that if the mortgagor shall well and truly pay to the mortgagee the said sum of \$ 8,260.74, with interest thereon, if applicable, according to the tenor and effect of the certain promissory note(s) executed by said mortgagor and payable as follows:

In 96 Consecutive monthly installments of \$155.50 each, beginning October 15, 1984

said note(s) being payable to the mortgagee or order at American Mortgage & Investment Company 202 W Valley Avenue Suite 211 Birmingham, Al 35209 and if the mortgagor shall well and truly pay the extensions and renewals thereof, if any; and if the mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void: otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal or interest on said note(s) or upon default in the performance of any of the covenants and agreements herein contained or upon default in relation to any prior mortgage, lien, encumbrance or charge in relation to the subject property (or any promissory note secured thereby), or upon the filing or initiation of bankruptcy, reorganization, receivership or similar proceedings by or in relation to the mortgagor, the mortgagee may declare the entire principal sum or total sum of said indebtedness, as the case may be, immediately due and payable, and the mortgagor hereby vests the mortgagee with full power and authority, upon the happening of any such default, to sell said property as a whole or in parts, at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks, in a newspaper published in said County, to make proper conveyance of said property and to apply the proceeds, first, to the payment of the costs of said sale, including title insurance expenses and a reasonable attorney's fee, second, to the payment of said principal or total sum of indebtedness, whether due or not, together with the unpaid interest thereon to the date of sale, and any amount that may be due the mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to said mortgagor.

As herein provided, the mortgagor covenants with the mortgagee and heirs, successors and assigns of the mortgagee that the mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has good and lawful title to and the right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the mortgagor hereby warrants and will forever defend (at the expense of mortgagor) the title to said property unto the mortgagee, against the lawful claims of all persons whomsoever.

The conveyance of the above described property and all warranties of the mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due.

And the mortgagor further expressly agrees and covenants:

To pay said note(s) and the installments of principal and interest thereon, when they respectively fall due;

To pay promptly any and all mortgages, taxes, assessments, liens or other charges which may be, or become, effective against said property, regardless of whether or not the same may be excepted from the warranties or covenants hereinabove, together with all penalties, costs, and other expenses incurred or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire, lightning, windstorm, tornado, cyclone, water and flood damage, vandalism and malicious mischief and all hazards covered by the form of insurance contract generally known as "physical loss" and "extended coverage" by policies issued by good and solvent insurance companies approved by the mortgagee, which policies shall be deposited with the mortgagee and shall provide that loss, if any, shall be payable to the mortgagee as the mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurable value of said buildings or other improvements, as may be required by the mortgagee, and requiring ten days written notice to the mortgagee prior to cancellation;

That if the mortgagee shall, upon the happening of any default hereunder resort to litigation for the recovery of the sums hereby secured, or employ an attorney not a salaried employee of the holder of this mortgage to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the mortgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses and attorney's fees and any other sum or sums due the mortgagee by virtue of any of the special lien herein declared, are of which are additionally secured hereby may be included in any judgement of decree rendered in connection with said litigation; provided, further, that with respect to a promissory note in a original or principal amount in excess of \$300.00, such attorney's fee shall not exceed fifteen percent of the unpaid debt;

That if the mortgagor fails to perform any of the duties herein specified, the mortgagee may perform the same, and for any sums expended by the mortgagee in this behalf, the mortgagee shall have an additional lien, secured by these presents, on said property.

That in the event of litigation arising over the title to, or possession of, said property the mortgagee may prosecute or defend said litigation in its name or the name of the mortgagor and for any sum expended by the mortgagee in this behalf shall have an additional lien, secured by these presents, on said property;

That at any sale or under the powers herein the mortgagee may bid for and purchase 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 in the mortgagee may execute a deed to the mortgagee or other purchaser in the name of the mortgagor;

The word "mortgagee" wherever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns, and the word "mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators, successors, and assigns. The neuter or other pronoun, wherever herein used, shall mean and include the appropriate feminine or masculine pronoun and vice versa. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular. The mortgagor hereby authorizes and directs the holder of any other mortgage, lien charge or encumbrance in relation to the subject property to provide any information or notices concerning such to the mortgagee, hereunder, at its request. Failure of the mortgagee to exercise any right or option shall not constitute a waiver of the right or option or an estoppel to exercise the same in relation to future or continuing matters.

IN WITNESS WHEREOF, the said Sanford E. Morgan and Ruth Morgan
husband and wife

have caused THESE PRESENTS to be executed, this the 7th of September, 19 84

CAUTION:

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT!

WITNESSES:

Ruth E. Morgan (seal) Sanford E. Morgan (seal)

Ruth E. Morgan (seal) Sanford E. Morgan (seal)

STATE OF ALABAMA)

COUNTY OF _____

Theresa M. Hutchinson
Notary Public
JUL 19 1984

My Tax 12.45
Rec 5.00
Ind 1.00
18.45

I, a Notary Public in and for said State in said County, hereby certify that
Sanford E. Morgan and Ruth Morgan

whose name(s) are signed to the foregoing mortgage and who are known to me
acknowledged before me on this day that, being informed of the contents of the mortgage,
executed the same voluntarily on the day the same bears date.

GIVEN under my hand and notrial seal this the 7th day of September, 19 84

Prepared by Theresa M. Hutchinson
American Mortgage & Investment Company
202 W Valley Avenue Suite 211
Birmingham, Al 35209

Notary Public
State of Alabama
County of State at Large

My Commission Expires - 1-3-88