

And except as herein provided, the mortgagor hereby covenants with the mortgagee and with the 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 Robert D. Hudson and wife, Sylvia Hudson

have caused THESE PRESENTS to be executed, this the 26th of November, 19 84

CAUTION:

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

WITNESSES:

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

1984 NOV 27 AM 9:56

[Signature]
JUDGE OF PROBATE

mtg. fee - 18.90
5.00
1.00
24.90

[Signature] (seal)
Robert D. Hudson

[Signature] (seal)
Sylvia Hudson

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, a Notary Public in and for said State in said County, hereby certify that Robert D. Hudson and wife, Sylvia Hudson

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

GIVEN under my hand and notrial seal this the 26th day of November

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

[Signature]
NOTARY PUBLIC
State of Alabama
County of Jefferson

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