

1311

REAL PROPERTY MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 26th day of November, 19 84, by and between the undersigned, J. Gary Howard and wife, Wanda B. Howard

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC. (hereinafter referred to as "Mortgagee"); to secure the payment of TWENTY TWO THOUSAND EIGHTY AND 89/100***** Dollars (\$ 22,080.89), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

SEE ATTACHED SCHEDULE A

BOOK 010 PAGE 119



Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded in Vol. 334, at Page 596, in the office of the Judge of Probate of Shelby

County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the above described prior Mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option, make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this Mortgage.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

Receivable Security

UPON COMPLETION, HOWEVER, that if the Mortgagor fails to pay the indebtedness, and reimburses Mortgagee for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other incumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

304

309

J. Gary Howard

(SEAL)

J. Gary Howard

Wanda B. Howard

(SEAL)

Wanda B. Howard

THE STATE OF ALABAMA } I, the undersigned authority, a Notary Public
Shelby COUNTY } in and for said County, in said State, hereby certify that J. Gary Howard
Wanda B. Howard

whose name(s) is/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 seal this 26th day of November 19 84

My Commission Expires: September 20, 1988

Notary Public *Rex Howard*



THIS INSTRUMENT IS FORWARDED TO:

This instrument prepared by:
Dianne D. Salmon
Transamerica Financial Services
100 Century Park South #104
Birmingham, Alabama 35226

TO
Transamerica Financial Services
100 Century Park South #104
Birmingham, Alabama 35226

J. Gary Howard and wife,
Wanda B. Howard
P. O. Box 136
Sterrett, Alabama 35147

MORTGAGE

Releasable Security

CONTINUATION SHEET

SCHEDULE A

Order Number: 4613

Commitment Number:

RE: J. Cary Howard and Wanda B. Howard--legal description

Parcel 1

A part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and a part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 19, Township 18 South, Range 2 East, described as follows: Begin at the SW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section and run Northerly along West line thereof 1339.66 feet to the NW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence turn 89 deg. 28' right and run Easterly along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 573.36 feet; thence turn an angle of 65 deg. 07' right and run Southeasterly 1214.31 feet; thence turn angle of 57 deg. 31' right and run Southwesterly 213.43 feet; thence turn an angle of 2 deg. 43' left and run Southwesterly 183.43 feet; thence turn angle of 8 deg. 32' right and run Southwesterly 120.98 feet; thence turn angle of 3 deg. 50' right and run Southwesterly 75.62 feet; thence turn angle of 11 deg. 23' 30" to left and run Southwesterly 99.75 feet; thence turn angle of 3 deg. 20' left and run Southwesterly 120.12 feet; thence turn 111 deg. 31' 30" right and run Northwesterly 359.61 feet; thence turn 72 deg. 25' 45" left and run Southwesterly 199.34 feet; thence turn angle of 96 deg. 31' 45" right and run Northwesterly 314.62 feet; thence turn 69 deg. 11' left and run Westerly 140 feet to point of beginning.

Parcel 2

Commence at the NW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 19, Township 18 South, Range 2 East in Shelby County, Alabama, and run thence Easterly along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 573.36 feet; thence turn 65° 07' right and run Southeasterly 1174.31 feet to the point of beginning; thence continue South-easterly on the last described course for a distance of 40.0 feet; thence turn 111° 53' left and run Northeasterly 52 feet more or less, to the center of and unpaved road; thence turn left 62° more or less, and run Northwesterly along the center of said road 30.0 feet; thence turn left and run Southwesterly 53 feet, more or less, to the point of beginning.

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

1984 NOV 29 AM 10:44

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>33.15</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>41.65</u>

Page _____

0055

STEWART TITLE
GUARANTY COMPANY

AGENT'S FILE COPY

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