

MORTGAGE

Re-recorded to correct legal description

207

MORTGAGEE:

MORTGAGOR(S): Horton Jerald Rodney	ACCOUNT NUMBER: FIRE	THIS INSTRUMENT WAS PREPARED BY MORTGAGEE
	INITIAL	SPOUSE'S NAME: Vicki V. Horton

Alo Corporation

(SELLER'S NAME)

967 C. S. Memorial Dr.

Prattville

(SELLER'S ADDRESS)

, ALABAMA

That Buyer (hereinafter referred to as Mortgagor), hereby grants, bargains, sells and conveys unto Seller (hereinafter referred to as Mortgagee), the following described real estate in the County of Shelby, State of Alabama, to wit:

From Southeast corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 21 South Range 1 East, West along $\frac{1}{4}$ - $\frac{1}{4}$ Section line 210 feet to point of beginning; thence West 210 feet; thence North 210 feet; thence East 210 Feet; thence South 210 feet to point of beginning. This one acre is subject to a private road easement along the south side that is established and recorded in Deed Book 327 page 218 in Probate Office of Shelby County, Alabama. This private road easement provides non-exclusive access to this one acre.

02
017 page
100
book

Principal amount of this contract is: \$28,700.00

together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to Mortgagee and, his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the total of payments of a Time Sale Contract, in the sum of \$ 73,302.40, as provided in accordance with the terms and provisions of a Time Sale Contract dated

11-16-84 herewith executed by Mortgagor and payable to Mortgagee to which Time Sale Contract reference is hereby made; (3) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

1. FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of default, delinquency and deferment charges. THIRD: To the payment of said Time Sale Contract.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) During the full period of this Agreement, Mortgagor shall keep the said premises insured against fire loss and risks covered by extended coverage. Mortgagee is entitled to be named loss payee under such insurance and to receive prompt evidence of coverage. On Mortgagor's failure to procure such insurance or to provide evidence of same to Mortgagee, Mortgagee has the right but not the obligation to procure insurance at Mortgagor's expense. The premium so advanced is payable on demand, or, if Mortgagee consents, is payable on time as agreed and may be added on to the then balance. Mortgagor assigns to Mortgagee all insurance proceeds including benefits and refunded premium for application on Mortgagor's obligation or for restoration or replacement of the collateral. Any overage shall be refunded to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all taxes and assessments without determining the validity thereof, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a Homestead exemption now existing or which may hereafter be established, or any right in the nature of Dower or Curtesy, or any statutory substitute therefor. (7) Not to sell, encumber, or otherwise dispose of the property or place any lien, or give any mortgage upon said property, without written consent of the Mortgagee.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail or neglect to pay installments on said Time Sale Contract as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor without written approval of the Mortgagee, or upon contracting without Mortgagee's prior written consent for any home improvement which could, if not paid for, give rise to a claim for Mechanic's Lien or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Time Sale Contract secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or Assignee or any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one 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 said 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 said county, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee and any evidence of title procured in connection with such sale; 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 other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, and Fourth, the balance, if any, to be turned over to said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

May 5 Allen
Prattville, AL

(2) Mortgagor agrees to surrender possession of the hereinabove described property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period.

(3) In the event said premises are sold by Mortgagee, Mortgagor shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's fees and legal expenses if allowed by law.

(4) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage.

(5) Whenever, by the terms of this instrument or of said Time Sale Contract, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(6) If Mortgagor shall pay said Time Sale Contract at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.

(7) Notwithstanding anything in this Mortgage or the Time Sale Contract secured hereby to the contrary, neither this Mortgage nor said Time Sale Contract shall be deemed to impose on the Mortgagor any obligation of payment, except that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect. Invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision.

(8) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.

(9) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed on her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another.

IN WITNESS WHEREOF the Mortgagors have hereunto set their signature S and seal, this 16th day of November, 1985.

Signed, Sealed and Delivered in the presence of

STATE OF ALA. SHELBY CO.

Rec 500 I CERTIFY THIS
100 INSTRUMENT WAS FILED
WITNESS Corrected
1985 FEB -5 PM 2:28

(SEAL)

017
act
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
3310
3311
3312
3313
3314
3315
3316
3317
3318
3319
33100
33101
33102
33103
33104
33105
33106
33107
33108
33109
33110
33111
33112
33113
33114
33115
33116
33117
33118
33119
331100
331101
331102
331103
331104
331105
331106
331107
331108
331109
331110
331111
331112
331113
331114
331115
331116
331117
331118
331119
3311100
3311101
3311102
3311103
3311104
3311105
3311106
3311107
3311108
3311109
3311110
3311111
3311112
3311113
3311114
3311115
3311116
3311117
3311118
3311119
33111100
33111101
33111102
33111103
33111104
33111105
33111106
33111107
33111108
33111109
33111110
33111111
33111112
33111113
33111114
33111115
33111116
33111117
33111118
33111119
331111100
331111101
331111102
331111103
331111104
331111105
331111106
331111107
331111108
331111109
331111110
331111111
331111112
331111113
331111114
331111115
331111116
331111117
331111118
331111119
3311111100
3311111101
3311111102
3311111103
3311111104
3311111105
3311111106
3311111107
3311111108
3311111109
3311111110
3311111111
3311111112
3311111113
3311111114
3311111115
3311111116
3311111117
3311111118
3311111119
33111111100
33111111101
33111111102
33111111103
33111111104
33111111105
33111111106
33111111107
33111111108
33111111109
33111111110
33111111111
33111111112
33111111113
33111111114
33111111115
33111111116
33111111117
33111111118
33111111119
331111111100
331111111101
331111111102
331111111103
331111111104
331111111105
331111111106
331111111107
331111111108
331111111109
331111111110
331111111111
331111111112
331111111113
331111111114
331111111115
331111111116
331111111117
331111111118
331111111119
3311111111100
3311111111101
3311111111102
3311111111103
3311111111104
3311111111105
3311111111106
3311111111107
3311111111108
3311111111109
3311111111110
3311111111111
3311111111112
3311111111113
3311111111114
3311111111115
3311111111116
3311111111117
3311111111118
3311111111119
33111111111100
33111111111101
33111111111102
33111111111103
33111111111104
33111111111105
33111111111106
33111111111107
33111111111108
33111111111109
33111111111110
33111111111111
33111111111112
33111111111113
33111111111114
33111111111115
33111111111116
33111111111117
33111111111118
33111111111119
331111111111100
331111111111101
331111111111102
331111111111103
331111111111104
331111111111105
331111111111106
331111111111107
331111111111108
331111111111109
331111111111110
331111111111111
331111111111112
331111111111113
331111111111114
331111111111115
331111111111116
331111111111117
331111111111118
331111111111119
3311111111111100
3311111111111101
3311111111111102
3311111111111103
3311111111111104
3311111111111105
3311111111111106
3311111111111107
3311111111111108
3311111111111109
3311111111111110
3311111111111111
3311111111111112
3311111111111113
3311111111111114
3311111111111115
3311111111111116
3311111111111117
3311111111111118
3311111111111119
33111111111111100
33111111111111101
33111111111111102
33111111111111103
33111111111111104
33111111111111105
33111111111111106
33111111111111107
33111111111111108
33111111111111109
33111111111111110
33111111111111111
33111111111111112
33111111111111113
33111111111111114
33111111111111115
33111111111111116
33111111111111117
33111111111111118
33111111111111119
331111111111111100
331111111111111101
331111111111111102
331111111111111103
331111111111111104
331111111111111105
331111111111111106
331111111111111107
331111111111111108
331111111111111109
331111111111111110
331111111111111111
331111111111111112
331111111111111113
331111111111111114
331111111111111115
331111111111111116
331111111111111117
331111111111111118
331111111111111119
3311111111111111100
3311111111111111101
3311111111111111102
3311111111111111103
3311111111111111104
3311111111111111105
3311111111111111106
3311111111111111107
3311111111111111108
3311111111111111109
3311111111111111110
3311111111111111111
3311111111111111112
3311111111111111113
3311111111111111114
3311111111111111115
3311111111111111116
3311111111111111117
3311111111111111118
3311111111111111119
33111111111111111100
33111111111111111101
33111111111111111102
33111111111111111103
33111111111111111104
33111111111111111105
33111111111111111106
33111111111111111107
33111111111111111108
33111111111111111109
33111111111111111110
33111111111111111111
33111111111111111112
33111111111111111113
33111111111111111114
33111111111111111115
33111111111111111116
33111111111111111117
33111111111111111118
33111111111111111119
331111111111111111100
331111111111111111101
331111111111111111102
331111111111111111103
331111111111111111104
331111111111111111105
331111111111111111106
331111111111111111107
331111111111111111108
331111111111111111109
331111111111111111110
331111111111111111111
331111111111111111112
331111111111111111113
331111111111111111114
331111111111111111115
3311