

1419  
JUNIOR MORTGAGE  
(Precomputed Interest Loan)

This Indenture is made and entered into this 23rd day of April, 19 85 by and between Kenneth W. Armstrong & Kemberly G. Armstrong, Husband & Wife hereinafter called "Mortgagor", whether one or more) and UNIMORTGAGE CORPORATION OF ALA, an Alabama corporation (hereinafter called "Mortgagee").

WHEREAS, Kenneth W. Armstrong & Kemberly G. Armstrong, Husband & Wife (are) justly indebted to the Mortgagee in the total amount of Forty-Seven Thousand, Three Hundred Forty and 00/100 Dollars (\$ 47,340.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein and which has a final maturity date of May 1, 2000 (\$ 20,000.00 of said total amount being the principal amount.)

Now, therefore, in consideration of the premises, and to secure the payment of the total amount of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, including all interest payable on the principal amount of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest hereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE "EXHIBIT A" PAGE ONE & TWO

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

This mortgage is junior and subordinate to the following mortgage:

1. Mortgage from Kenneth W. Armstrong and wife, Kemberly G. Armstrong to First Federal Savings & Loan Association dated 8-2-78 and recorded in Real Property Book 381, at page 372 in the Probate Office of Shelby County, Alabama.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

The Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of the prior mortgage or mortgages listed above or any other such prior mortgage, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due under the terms of such prior mortgage so as to put the same in good standing; and any and all payments so made, together with interest thereon at the rate of 1-1/2% per month, shall be added to the indebtedness secured by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against such other hazards, casualties and contingencies as may be required by the Mortgagee, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The insurance policy must provide that it may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee at the following address:

UniMortgage Corporation of Ala. 3940 Montclair Road Suite 201 Birmingham, Al 35213  
Subject to the rights, if any, of the holder of any prior mortgage set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of 1-1/2% per month.

*Patricia R. [Signature]*



In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Mike A. Skp  
Susan C. O'Neal

Kenneth W. Armstrong  
Kemberly G. Armstrong

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA)  
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Kenneth W. Armstrong & Kemberly G. Armstrong, <sup>Husband & Wife</sup> whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal, this 23rd day of April, 19 85.

This instrument prepared by  
SUSAN C. O'NEAL  
UniMortgage Corp. of Ala.  
3940 Montclair Rd., Suite 201  
Birmingham, Alabama 35213

Susan C. O'Neal

Notary Public  
My commission expires:

NOTARY MUST AFFIX SEAL

My Commission Expires Sept 9, 1985



ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA)  
COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public  
My commission expires

NOTARY MUST AFFIX SEAL

"EXHIBIT A"

Page One

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A part of the West half of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the NW corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 22 and run North along West line, North 2 deg. 30' West 42.4 feet to point of beginning of tract here described; thence continue North 2 deg. 30' West 111.0 feet; thence South 33 deg. 30' East 116 feet; thence South 16 deg. 41' West 37.0 feet; thence South 16 deg. 10' West 11.0 feet; thence North 25 deg. 30' East 112 feet; thence North 75 deg. 10' West 38.0 feet; thence North 91 deg. 30' East 47.3 feet; thence run South 57 deg. 30' West 121.1 feet to point of beginning, containing .67 acres, more or less. Commence at the Southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 19 South, Range 2 West and run North on the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 842.90 feet to the point of beginning; thence continue North on same line a distance of 155.33 feet; thence turn right 31 degrees 15 minutes and run Northeasternly a distance of 113.24 feet; thence turn right 30 degrees 33 minutes and run Southeasternly a distance of 233.40 feet; thence turn right 30 degrees 09 minutes and run South a distance of 11.41 feet; thence turn right 33 degrees 29 minutes and run Westerly a distance of 191.31 feet; thence turn left 23 degrees 15 minutes and run Southwesternly a distance of 93.65 feet to the point of beginning, containing 3.79 acre.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND: Commence at the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama, and run South along West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 213.50 feet to point of beginning; from point of beginning continue South along last described course 116.10 feet; thence on angle left of 140 deg. 45' 30" and run North Easternly 125 feet; thence on angle left of 91 deg. 10' 10" and run Northwesternly 41.23 feet to point of beginning. Said tract containing .11 acres, and being that part of tract of 3.79 acres of property of J. J. Jones, lying in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama.

Subject to:

1. All Ad Valorem Taxes due and payable October 1, 1978.
2. Transmission line permits and public road rights of way.



LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND: Commence at the W corner of the NW 1/4 of the SW 1/4 of Section 32, township 13 South, Range 2 West and run North on the West line of said 1/4 Section a distance of 200.00 feet to the point of beginning; thence continue North along same line a distance of 647.9 feet; thence turn right 60 degrees 20 minutes and run Northeastly a distance of 13.45 feet; thence turn right 78 degrees 16 minutes and run Easterly a distance of 131.31 feet; thence turn right 91 degrees 24 minutes and run South a distance of 719.90 feet thence turn right 92 degrees 23 minutes and run West a distance of 277.80 feet to the point of beginning, containing 0.4 acres. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 APR 26 AM 11:46

*Thomas A. Saunders Jr.*  
JUDGE OF THE COURT

Mtg TAX	30.00
Rec	12.50
Ind	1.00
	<hr/> 43.50