MORTGAGE

THE STATE OF ALABAMA.

SHELBY

KNOW ALL MEN BY THESE PRESENTS:

ROBERT D. MOORE and wife, JOHNSIE E. MOORE, That whereas the undersigned , County of She1by

, of the City of Alabaster , party of the first part (hereinafter called the Mortgagor), has become justly

Alabama and State of COLONIAL MORTGAGE COMPANY indebted unto

, a corporation organized and existing under the laws of Alinhama.

, party of the second part (hereinafter called the Mortgagee), in the full sum of

per centum twelve money lent and advanced, with interest at the rate of %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the Colonial Mortgage Company, P. O. Box 250-C , or at such other place as the holder may designate in 36142 Montgomery, Alabama writing, in monthly installments of TWO HUNDRED FORTY AND 27/100-----), commencing on the first day of October , 19-85 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and September, 2015. interest, if not sooner paid, shall be due and payable on the first day of

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor

in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay-Robert D. Moore and wife, Johnsie E. Moore, the said ment of said indebtedness as it becomes due we

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in . County, Alabama, to wit: Shelby

Lot in the NE 1/4 of NW 1/4 of Section 21, Township 22 South, Range 3 West, described as follows: Beginning at a point where the West right of way line of the Montevallo-Siluria public road crosses the South line of the NE 1/4 of NW 1/4 of said Section 21, and along said right of way North 3 deg. 10 min. West 400 feet to point of beginning of herein described; thence continue in same direction along said road right of way a distance of 100 feet; thence West and perpendicular to said road a distance of 150 feet; thence East and thence South and parallel with said road a distance of 100 feet. thence East and thence South and parallel with said road a distance of 100 feet; thence East and perpendicular to said road a distance of 150 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: Right-of-Way granted to Shelby County by instrument recorded in Deed Book 124 page 151; Deed Book 124 page 148 and Deed Book 124 page 149 in Probate Office of Shelby County, Alabama.

This mortgage includes range/oven attached or used in connection with the premises herein

The two executed Mortgage Riders attached hereto are incorporated herein as fully as if set out. The terms of the Mortgage Riders shall take precedent over the language of the Mortgage only if there is a conflict in the specific terms.

... together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise

appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

seized of said real property in fee simple, and have a And the Mortgagor hereby covenants that we are good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Replaces Previous Editions and Form FHA-2100m, which are Obsolete Dan Apublic

STATE OF ALABAMA HUD-82100m (12-78)

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby. the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums: (a) An amount sufficient to provide the holder hereof with funds to pay the next-mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Develop-

ment, as follows:

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If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an **(1)** amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average

outstanding balance due on the note computed without taking into account delinquencies or prepayments.

- (b) A sum equal to the groundirents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all soms already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

ground rents, taxes, special assessments, fire and other hazard insurance premiums; (11)

(111) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of the payments acqually made by the Mortgagee for ground rents, taxes, assessments and insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, for refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall that be sufficient to pay ground rents, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, than the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquired the property otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become here, upon said premises, and not to permit any lien, which might take precedence over the lien of this mort-

ages to accent or diremain on soid promises, or any part thereof, or on the improvements thereon.

6. The Meroperor agrees to presall taxes and assessments that may be assessed upon said property and all taxes except income taxes the contrary and upon the More over sinterest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary with the date. I pour any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the faces alore said, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally ore personse, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable.

without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has tor have a substitute between he fore. All manages half be carried in companies approved by the Mortgagee and the policies and renewals thereof share a view to the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of the Monthead will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each it surface company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Morteagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby seclired shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortga-

gor to produre such insurance or to pay such taxes, debts, liens, or charges.

10. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indehtedness hereby secured shall remain unpaid.







11. If the Managane shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the term or conditions hereby shall be tenst, income, and profits from the premises upon and conveyed to the Mortgager and the Mortgager and the Mortgager and the Mortgager and the Mortgager shall not hereby becented the terms of any lease then existing on the semises by electing to collect the rents thereunder, but may at any time terminate the same, Any rents, income, and profits collected by the Mortgager shall not the rents thereunder, but may at any time terminate the same, Any rents, income, and profits collected by the Mortgager collecting the same, including any real extate common or attempts of einterried, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the profits and deth hereby secures. 17. Intal if the premises and any part thereof, be condemned under any power of entiment domain, or acquired for a public use, the images, proceeds by memining unpaid, are hereby assigned by the Mortgager to the Mortga)	***)		
12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or a groups and anages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note excured hereby remaining unpaid, are hereby assigned by the Mortgager of the Mortgager and shall be paid forthwith to the Mortgager. 13. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgager shall go be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to get the constitution of the making of the loan secured by this mortgage, the Mortgagor, being all of the undersigned, covernant and spece that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileger, options, and rights of every kind and nature given to with him to the benefit or advantage of the undersigned, covernant and property and agrees that in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileger, options, and rights of every kind and nature given to or with inner to the benefit or advantager of the undersigned, covernant and approved on June 24, 1935, commonly referred to as the Deficiency Judgment A. 21 of the Legislature of Alabama of 192, senated into take and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act and the race covernant and agree that the inglists, herefits, and this surgages shall each be enforceable in accordance with this rights. herefits and all other laws of its early and all extensions and remarks thereof, and this surgages shall make the advantage of the private shall other laws of the private shall only the private shall be advantaged to the private shall only the private shall be appropriated to the private shall be enforced to the contract of the priva	terms or conditions he the Mortgagee, and the without the appointm premises by electing to Mortgagee prior to for fee incurred, shall be	ereby, all the rents, income Mortgagee may proceent of a receiver; but the collect the rents therefored of this indebte credited first, on the adverse of the collect first.	eed to collect the re he Mortgagee shall under, but may at edness, less the co vances with interes	ent, income, and point income, and thereon, then up the point income, then up	profits from the prenome bound by the to the same. Any rene same, including around the interest, and	nises upon such defi erms of any lease thats, income, and prof ny real estate commi- the remainder, if an	ault, either with or nen existing on the fits collected by the ission or attorney's ny, upon the princi-
19. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall 19. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to prepare that in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, or either of the leges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned or cities of the leges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of 1935, enacted into law and against the common of the private of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and against the private of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and against the private of House pay the preferred enacted: and further coverant and agree that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall cash be enforceable in accordance with their indebtedness, hereby secured, and all extensions and renewals thereof, and this mortgage shall can't be enacted. 15. The coverants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respect to the heirs, executors, administrators, successors, and assigns of the parties hereio. Wherever used, the singular numbers shall include the plurat. the plurat the singular, and the use of any gender shall include all genders. 15. The coverants, conditions, and agreements the singular contained shall bind, and the benefits and advantages shall include the plurat. The plurat the sing	damages, proceeds, a	remises, or any part the nd the consideration for emaining unpaid, are he	r such acquisition. ereby assigned by t	to the extent of the	he Mortgagee and s	uctiled itess of our time) INDIADAGA ANA TITA
14. In consideration of the making of the loan secured by this mortgage, then stortings, then should respect on the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which insure to the benefit or advantage of the understand, or either of the understand if more than one, under and by virtue of House Bill No. 42 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act; and further agree to waive and forego any like or similar priphs, benefits, and options hereafter conferred upon mortgage debtors by law hereafter enacted: and further covenant and agree that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall each be enforceable in accordance with their expective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama and any and all other laws of like or similar purport which may hereafter be enacted. 15. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the tests, executors, audministrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include all genders. 16. The Mortgage of turther agrees that should this mortgage and the note secured hereby and be eligible for insurance under the Nationa of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development and the mortgage and the note secured hereby and only office of the Mortgage of the Alabama of the Mortgage or the holder of the notrage and the contribution of the Development of the Mortgage or shall fail to all or a characterial to the Mortgage or the holder of the mortgage shall have the right and is hereby as option, declare all sums secured hereby immediately disc an	to be applied by it on a 13. Any promise not be waived thereby	account of the indebted; made by the Mortgagor y, and as to such debts to the second s	ness secured heret r herein to pay mo the Mortgagor wai	ny, whether one or ney may be enforcives all right of ex-	rnot. ced by a suit at law, emption under the (thereof.	, and the security of Constitution and law	this mortgage shall vs of Alabama as to
a, and any and all other laws of like or similar purports which may heretare be entacted to the feed so the covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inture to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. 16. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the Nationa of the Department of Housing and Uthan Development or authorized agent of the Secretary of Housing and Uthan Development atted subsequent to the sixty days (60) from the date of this mortgage, declining the sequent to the sixty days (60). 18. The Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secure in any fail the note may, at it option, declare all sums secured hereby immediately due and payable. 19. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secure in any fail thereof, as corriging the terms thereof, or if the Mortgagor shall full to do a perform any other act or thing herein sequites, an ego of the done of performed, or if the interest of the Mortgagor is shall full to do a perform any other act or thing herein sequites, and prival to reduce the combinate thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable and the interest of foreclosure, at the option of the Mortgager, without notice; and the Mortgager shall have the right and is hereby at mortgage subject to foreclosure, at the option of the Mortgager, without notice; and the Mortgager shall have the right and is hereby at horter upon and take possession of said property, and after or without taking possession to sell the same before the Courthous door in the city of Columbian Courts, for cash, first giving notice	14. In considera agree that, in respect leges, options, and ri undersigned if more to proved on June 24. It rights, benefits, and condentedness hereby respective terms and	tion of the making of the of the indebtedness sec ghts of every kind and than one, under and by 935, commonly referred options hereafter confersecuted, and all extension of the conditions, without referenced.	he loan secured by ured hereby, they nature given to or virtue of House Edito as the Deficient and renewals renewed to and in speciments.	y this mortgage, to will forever waive which inure to the fill No. 422 of the ney Judgment Act the debtors by law thereof, and this note of any provision	ne mortgagor, being e, and they do here to benefit or advanta Legislature of Alab; and further agree thereafter enacted; a nortgage shall each ons to the contrary in	age of the undersign bama of 1935, enacte to waive and forego and further covenan be enforceable in ac	ned, or either of the ed into law and ap- any like or similar and agree that the cordance with their
plural, the plural the singular, and the use of any gender shalf include an genders. 16. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the starty days (60) 15. The population of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the starty days (60) 16. The first population of Housing and Urban Development dated subsequent to the starty of Housing and Urban Development dated subsequent to the starty of Housing and Urban Development dated subsequent to the starty of Housing and Urban Development dated subsequent to the starty of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Mortgage of Subsequent dates and property sequence of the holder of the note may, at it option, declare all sums secured hereof, or if the interest of the Mortgage in said property becomes endangered by reason of the enforcement of any prior lien or elementance thereon, then, in any such event, the whole indebtedness bereby secured shall immediately become due and payable and the mortgage subject to forcelosure, at the option of the Mortgage, without notice; and the Mortgages shall have the right and is hereby at theirized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courbous door in the city of Columbiana County of Shelby Alabama, at public outery, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the processive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the proce	a, and any and all oth 15. The covenar	er laws of like or similar its, conditions, and agre , administrators, succes	r purport which ma economis herein co- ssors, and assigns	iy hereafter he end ntained shall bind, of the parties her	acted. , and the benefits an eto. Wherever used	nd advantages shall i	inure to, the respec
sequent to the stace of the stace of the stace of the such ineligibility), the Mortgage of the holder of the note may, at it option, declare all sums secured hereby immediately due and payable. 17. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured any pain thereof, as cording to the terms thereof, or if the Mortgagor shall fail to do at perform any other act or thing herein required in agreed to be done or performed, or if the interest of the Mortgager shall full to do at perform any other act or thing herein required in agreed to be done or performed, or if the interest of the Mortgager in said property becomes endangered by reason of the enforcement of any prior lien or a cumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgager, without notice; and the Mortgager shall have the right and is hereby at thorized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courthous door in the city of Columbiana (County of Shelby Alabama, at public outery, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase many bid at the sale and purchase said property if the highest bidder therefor. 18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fee second, to the repayment of any money, with interest thereon, which the Mortgage may have paid or become liable to pay or which it may be necessary to pay for taxes, assessments, insurance and/or other charges, liens, o	plural, the plural the 16. The Mortga	singular, and the use of a gor further agrees that s	any gender shall it hould this mortgag	te and the note sec	ured hereby not be e from the date	eligible for insurance hereof (written state	ander the National ement of any officer
17. But if the Mortgager shall fail to pay, or cause to be paid, as it matures, the indeventions before the cours thereof, or if the Mortgager is said property becomes endangered by reason of the enforcement of any prior lien or endumbrance thereon, then, in any such event, the whole indebtedness bereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgager, without notice; and the Mortgager shall have the right and is hereby at horized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courthous door in the city of Columbiana County of Shelby. Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase money, the Mortgage or any person, conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgage may bid at the sale and purchase said property, if the highest bidder therefor. 18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fee second, to the repayment of any money, with interest thereon, which the Mortgager may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourther the same shall be paid out of the proceeds of the sale. 19. If the Mortgager shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payab	sequent to the insure said note and	sixty days (this mortgage being dee	nu) emed conclusive p caling disclusional p	roof of such inclig	gibility), the Mortga	gee or the holder of	the note may, at it
cumbrance thereon, then, in any such event, the whole indentedness better that the mortgage subject to foreclosure, at the option of the Mortgagee, without notice; and the Mortgagee shall have the right and is hereby at thorized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courthous door in the city of Columbiana County of Shelby. Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for the sale and purchase said property. If the highest bidder therefor, which the proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fee second, to the repayment of any money, with interest therefor, which the Mortgage may have paid or become liable to pay or which it may hen be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided	17. But if the Meording to the terms	fortgagor shall fail to pa thereof, or if the Morta	ay, or cause to be gages shall full to	paid, as a mainre do el perform any elbasiones andans	y other act of thing pared by reason of t	the enforcement of a	any prior lien or en
Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication inche a weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase money, the Mortgagee or any person, conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the purchase and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgage may bid at the sale and purchase said property, if the highest bidder therefor. 18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may see the necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale. 19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable as shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage then this conveyance shall be and become null and void. [SEAL] [SEAL] [SEAL] [SEAL]	dumbrance thereon, mortgage subject to thorized to enter upon	then, in any such even foreclosure, at the option and take possession of the control of the cont	in the whole moor ion of the Mortgag of said property, a	gee, without notice and after or without notice of Shell	et and the Mortgage it taking possession	ee shall have the rig to sell the same be	ht and is hereby autore the Courthous
property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of and purchase said property, if the highest bidder therefor. 18. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fee second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale. 19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable at shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage then this conveyance shall be and become null and void. Given under our hands and seals this the 26th day of the terms and provisions of this mortgage. [SEAL] [SEAL]	Alabama, at public three successive we	outery, for eash, first eks prior to said sale in	giving notice of some newspaper of	the time, place, of general circulat ideals for it is and	and terms of Said tion published in Said horized to execute h	o the purchaser at sa	aid sale a deed to th
then be necessary to pay for taxes, assessments, insurance and/or other charges, helds, of debts internated the ment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale. 19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable as shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage then this conveyance shall be and become null and void. Given under our hands and seals this the 26th day of the latter of the sale. [SEAL] [SEAL] [SEAL] [SEAL] [SEAL] [SEAL] [SEAL]	may bid at the sale a 18. The procee	ed, and such purchaser nd purchase said proper ds of said sale shall be	r shall not be held rty, if the highest b applied: First, to	idder therefor. the expenses of accumulation	dvertising and selling	ng, including reasons I or become liable to	able attorney's fee
[SEAL] [SEAL] [SEAL]	the same shall be pa 19. If the Mort shall do and perfore then this conveyance	id out of the proceeds of gagor shall well and true all acts and agreement is shall be and become n	I the sale. If y pay and dischause to be done and poul and void.	rge the indebtedn performed by the	ess hereby secured Mortgagor under th	as it shall become	due and payable as ons of this mortgag
[SEAL] [SEAL] [SEAL]			(CC ALI		in De. lu	oore	ISEA
Johnsie E. Moore				goert	D. Moore	1	
			[SEAL]	Johnsi	E. Moore	<u> </u>	
	TATE OF ALABA	}					
TATE OF ALABAMA.	SHELBY	_				Leaunty in said \$1st	e hereby certify th
SHELBY COUNTY.)	ぎ! the	undersigned ROBE	ERT D. MOORE		OHNSIE E. MOO	RE.	
SHELBY COUNTY.) SHELBY COUNTY. a notary public in and for said county, in said State, hereby certify the ROBERT D. MOORE, and wife. JOHNSIE E. MOORE,	day that, being info	re signed to the foreg	oing conveyance.	and who at	re know	n to me, acknowled;	ged before me on the y on the san
SHELRY COUNTY.) I. the undersigned a notary public in and for said county, in said State, hereby certify the ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. they executed the same voluntarily on the day the same		my hand and official sea	ıl this 26th	day of	August	200	19 85.
SHELRY COUNTY.) 1. the undersigned .a notary public in and for said county, in said State, hereby certify the ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. they executed the same voluntarily on the day the same bears date. August	My Commissio	on Expi res: Janua	ary 25, 1986	DO.	wty	LECK_	Notary Pub
SHELBY COUNTY.) 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. they executed the same voluntarily on the day the same bears date. GIVEN under my hand and official seal this 26th day of My Commission Expires: January 25, 1986	≕ -"This instrument wa	is prepared by:		•			•
SHELRY COUNTY. 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. bears date. GIVEN under my hand and official seal this 26th day of My Commission Expires: January 25, 1986 Notary Pub.	(Name) DANIE	L M. SPITLER, A	ttorney	(Address) 108	Chandalar Dri	<u>ve, Pelham, A</u>	<u>labama 35124</u>
SHELRY COUNTY. 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. Bears date. GIVEN under my hand and official seal this 26th day of the commission Expires: January 25, 1986 Wy Commission Expires: January 25, 1986 Notary Publish instrument was prepared by: DANIEL M. SPITIER Attorney 108 Chandalar Drive, Pelham, Alabama 35124	STATE OF ALAB	AMA	SS			•	•
SHELBY COUNTY. 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. they executed the same voluntarily on the day the same bears date. GIVEN under my hand and official seal this 26th day of My Commission Expires: January 25, 1986 This instrument was prepared by: (Name) DANIEL M. SPITLER, Attorney (Address) 108 Chandalar Drive, Pelham, Alabama 35124 STATE OF ALABAMA SS	1,					unty, do hereby cer	tify that the foregoi
SHELRY COUNTY. I. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. bears date. GIVEN under my hand and official seal this 26th day of This instrument was prepared by: (Name) DANIEL M. SPITLER, Attorney (Address) 108 Chandalar Drive, Pelham, Alabama 35124 STATE OF ALABAMA COUNTY OF Judge of Probate Court of said County, do hereby certify that the foregoing conveyance, and wife, JOHNSIE E. MOORE, known to me, acknowledged before me on the day that same voluntarily on the day the same	conveyance was fill and was recorded i	in Vol. , Re	is office on the cord of Deeds, pa	•	f on the	day of	19, 19
I. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. Bears date. GIVEN under my hand and official seal this 26th day of the Commission Expires: January 25, 1986 This instrument was prepared by: (Name) DANIEL M. SPITLER, Attornay (Address) 108 Chandalar Drive, Pelham, Alabama 35124 STATE OF ALABAMA COUNTY OF 1. Judge of Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the and was recorded in Vol. Record of Deeds, pages on the day of 19,	at 0 c						
SHELRY COUNTY. I. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. bears date. GIVEN under my hand and official seal this 26th day of the commission Expires: January 25, 1986 This instrument was prepared by: (Name) DANIEL M. SPITLER, Attorney (Address) 108 Chandalar Drive, Pelham, Alabama 35124 STATE OF ALABAMA COUNTY OF I. Judge of Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the aid was recorded in Vol. Record of Deeds, pages on the day of 19, at o'clockM.			•				Judge of Prob
SHELRY COUNTY. 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day that, being informed of the contents of this conveyance. BY COUNTY OF COUNTY OF 1. the undersigned ROBERT D. MOORE and wife, JOHNSIE E. MOORE, known to me, acknowledged before me on the day the same voluntarily on the day of the voluntarily on the day the same voluntarily on the day of the voluntarily on the day the same voluntarily on the day of the voluntarily on the day the same voluntarily on the day the same voluntarily on the day the same voluntarily on the day the	P		•				Judge of Prob HUD-92100m (1

Judge of Probate HUD-92100m (12-78)

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MORIGAGE RIDER

This Rider dated the 26th day of August 1985, amends the mortgage of even date by and between ROBERT D. MOORE and wife JOHNSIE E. MOORE, the Mortgagor, and COLONIAL MORTGAGE COMPANY, the Mortgagee, as follows:

- 1. Subsection (a) of Paragraph Two (2) is deleted.
- 2. Subsection (c) (I) of Paragraph Two (2) is deleted.
- 3. In the third sentence of Paragraph Three (3), the words "all payments made under the provisions of (a) of Paragraph Two (2) hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
- 4. The fourth sentence of Paragraph Three (3) is amended by the insertion of a period after "...then remaining unpaid under said Note" and deletion of the remainder of the sentence.
- 5. Paragraph Sixteen (16) is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, ROBERT D. MOORE and wife, JOHNSIE E. MOORE, has set his hand and seal the day and year first aforesaid.

Robert D. Moore

Johnsie E. Moore

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned , a Notary Public in and for said County, in said State, hereby certify that ROBERT D. MOORE/and, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 26th day of August 19 85.

My Commission Expires: January 25, 1986

, ,

MORTGAGE RIDER

	The	Rider, dated the $\frac{2}{2}$	^{6th} day of	August	, 19_ <mark>85</mark> ,
amen	ds th	e Mortgage of even	date by and	between_	ROBERT D. MOORE and
	wife,	JOHNSIE E. MOORE,			the Mortgagor, and
Colo	nial	Mortgage Company, t	he Mortgage	e, as fol	lows:
	1.	<pre>In Paragraph number is deleted:</pre>	1, the sen	tence whi	ch reads as follows
040 PAGE 503		"Privilege is resertany amount equal to principal that are of any month prior written notice is prepayment."	one or mor next due on to maturity	e monthly the note Provide:	payments on the e, on the first day
80	2.	Paragraph number 1 following:	is amended	by the ac	dition of the
		"Privilege is resent on any installment	ved to pay due date."	the debt	, in whole or in part,
					day and year first
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Sign	ned,	Sealed and Delivered resence of blic	RC X	hnsie E. M	Sea (Sea C. Mane (Sea
Sign in t	ary Pi	Sealed and Delivered resence of blic sion Expires: January	25, 1986 31A/E CFAFA	pert D. Mo	Sea (Sea C. Mane (Sea
Sign in t Not	ary Pi	Sealed and Delivered resence of blic blic salon Expires: January RDING FEES	25, 1986	hnsie E. M	Sea (Sea C. Mane (Sea
Sign in t Not	ary Pi	Sealed and Delivered resence of solic saled Expires: January RDING FEES	25, 1986 31A/1 01/46 A I 01/146	hnsie E. M	Sea (Sea C. Mane (Sea
Sign in t Not My	ary Pi Commis	Sealed and Delivered resence of blic blic salon Expires: January RDING FEES	25, 1986 31AH 01AHA 1 0EPTAH MSTALLY A 1985 SEP -9	hnsie E. M	Sea (Sea (Sea (Sea
Sign in t Not My Deed	ary Pi Commis	Sealed and Delivered resence of white state of the state	25, 1986 SIMILOTARA I CERTARA INSTRACTOR	hnsie E. M	Sea (Sea C. Mane (Sea