## **MORTGAGE**

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THE STATE OF ALABAMA.

SHELBY

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KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Robert B. Harris and wife Teresa R. Harris , of the City of Birmingham . County of Shelby and State of , party of the first part (hereinafter called the Mortgagor), has become justly **Ala**bama indebted unto MortgageAmerica, Inc.

, a corporation organized and existing under the laws of State of Delaware , party of the second part (hereinafter called the Mortgagee), in the full sum of Forty Two Thousand Five Hundred Ninety Eight and 00/10 Dellars (\$ 42,598.00

money lent and advanced, with interest at the rate of eleven

%) 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 MortgageAmerica, Inc.

Birmingham, AL IU , or at such other place as the holder may designate in writing, in monthly installments of Four Hundred Eighty Four and 17/100-Dollars (\$ 484.17 ), commencing on the first day of February 1986

first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2001.

쁊 WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments bereinafter 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 Robert B. Harris and wife Teresa R. Harris

Ain hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt paythe said

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

they

Part of the SW 1/4 of SE 1/4 of Section 16, Township 19 South, Range 3 West, and being more particularly described as follows: Commence at the NE corner of said 1/4 1/4 section; thence West along the North line of same a distance of 220.0 feet; thence 49 deg. 38 min. to the left in a Southwesterly direction a distance of 25.02 feet; thence 80 deg. 46 min to the left in a Southeasterly direction a distance of 150.0 feet; thence 80 deg. 46 min. to the right in a Southwesterly direction a distance Š of 247.63 feet; thence 02 deg. 24 min. to the left in a Southeasterly direction a distance of 30.03 feet; thece 87 deg. 36 min. to the left in a Northeasterly direction a distance of 10.0 feet to the point of beginning; thence continue along the last named course a distance of 120.11 feet; thence 89 deg. 59 min . to the right in a Southeasterly direction a distance of 217.41 feet; thence 89 deg. 42 min to the right in a Southwesterly direction a distance of 130.36 feet; thence 105 deg. 35 min. to the right in a Northwesterly direction a distance of 62.76 feet; thence 17 deg. 40 min to the left in a Northwesterly direction for a distance of 157.50 feet to the point of beginning the herediaments 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.

And the Mortgagor hereby covenants that they are 'seized of said real property in fee simple, and have a 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

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 Privilege is reserved to pay the debt in whole or in part on any installment due date.()

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- 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgager, on the first day of each month until said note is fully paid, the following sums:

  (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insur
  - ance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums 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
  - (b) All payments mentioned in the preceding subsection 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.
    - (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
    - (20) interest on the note secured hereby, and
    - (22) 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 (44) for each dollar (51) of each payment more than lifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.
- If the total of the payments made by the Mortgagor under coll of paragraph 2 preceding shall-exceed the amount of the payments actually made by the Mortgagoe 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, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (a) of paragraph 2 preceding shall become due and payable, then the Mortgagor will pay to the Mortgagor 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 Mortgagoe, in payment of the entire indebtedness represented thereby, the Mortgagoe shall in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated in a public sale of the premises covered hereby or if the Mortgagoe acquired the property otherwise after default, the Mortgagoe 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 (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.
- 4. If the Morigagee 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 Morigagee 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 fien of this mortgage in any respect, the Morigagor will pay to the Morigagee, when the same secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is a said 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 premses and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all one therefore that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes hat may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary interest the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legal-inthout deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

7. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from ame to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as of been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof hall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event and each insurance company concerned is hereby authorized and directed to make payment for such foss directly to the Mortgagee instead on either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclose of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, ti-

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

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or instrued 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 e Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be to procure 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 emises hereby secured to he at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby secured shall remain unpaid.

It is the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the most conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or mises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income, and profits collected by the repagee prior to foreclosure of this indebtedness, less the cost of collecting the same. Any rents, income, and profits collected by the incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the princi-

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the sages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the expelled by it on account of the indebtedness secured hereby, whether due or not.

13. 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 be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to anal property and agrees to pay a reasonable attorney's fee for the collection thereof.

14. In consideration of the making of the loan secured by this mortgage, the Mortgagor, being all of the undersigned, covenant and agree 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 undersigned if more than one, under and by virtue of House Bill No. 422 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 rights, 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 respective 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 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.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) Days, from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Aforesaid time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the mortgagee 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.

17. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance 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 Mortgagee, without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and after or without taking possession, to self the same before the Courthouse door in the city of Birmingham County of Shelby
Alabama, at public outery, for eash, 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 Mortgagee of any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the

properly so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee 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 Shen be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to the pay-

temment 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

19. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and 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 Ou	r hand s	and seal s [SEAL] [SEAL]	Robert B. H. Teresa R. H	December Differences	. 19 85 (SEAL
STATE OF ALABAMA. SHELBY	COUNTY,			arris	
whose names are signal day that, being informed of bears date.		th	And Harris	d for said county, in said S known to me, acknowl executed the same volunta	edged before me on this
GIVEN under my hand  My Tay -63  Bec. 7:	<u>a instrontru</u>	1775 (100-	December /	11/10	<sup>19</sup> 85
This instrument was prepar					Notary Public
STATE OF ALABAMA COUNTY OF	JUDGE OF I		Birmingha	<del>-Federal Build;</del> am, AL 35203	ing
i.  conveyance was filed for regard was recorded in Vol.  at o'clock	. Record o	Judg on the Deeds, pages	ge of Probate Court of s day of on the	said County, do hereby cer day of	tify that the foregoing 19, , 19
Fee					Judge of Probate