

SHELBY

COUNTY.

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 Alabama party of the first part (hereinafter called the Mortgagor), has become justly  
indebted unto MortgageAmerica, Inc.

Delaware, a corporation organized and existing under the laws of State of  
 Forty Two Thousand Five Hundred Ninety Eight and 00/100 Dollars (\$ 42,598.00), in the full sum of

money lent and advanced, with interest at the rate of eleven  
( 11 %) 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  
office of MortgageAmerica, Inc.  
in Birmingham, AL  
writing, in monthly installments of Four Hundred Eighty Four and 17/100-----, or at such other place as the holder may designate in  
Dollars (\$ 484.17 ) commencing on the first day of February, 1986, 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  
interest, if not sooner paid, shall be due and payable on the first day of January, 2001.

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:

BOOK 1  
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 in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due they the said Robert B. Harris and wife Teresa R. Harris do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

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 of 247.63 feet; thence 02 deg. 24 min. to the left in a Southeasterly direction a distance of 30.03 feet; thence 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, being situated in Shelby County, Alabama, together with the hereunto 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 against the claims of all persons whomsoever;

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

the debt in whole or in part on any installment due date. *DD*

**FCC Form 601**

- (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:

- Any delinquency 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.

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.

6. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of 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 and operative, 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.

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, secured, 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.

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 indebtedness hereby secured shall remain unpaid.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the amount secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee and applied by it on account of the indebtedness secured hereby, whether due or not.

11. 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 personal 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.

16. 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 sell the same before the Courthouse in the city of Birmingham, 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 Mortgagee 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 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 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 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 our hand s and seal s

this the 9th day of December, 19 85

[SEAL]

Robert B. Harris

[SEAL]

[SEAL]

Robert B. Harris

[SEAL]

Teresa R. Harris

STATE OF ALABAMA,

SHELBY

COUNTY,

I, the undersigned

a notary public in and for said county, in said State, hereby certify that

Robert B. Harris and wife Teresa R. Harris

whose names are signed to the foregoing conveyance, and who

day that, being informed of the contents of this conveyance,

bears date,

they

are

known to me, acknowledged before me on this day, and executed the same voluntarily on the day the same

GIVEN under my hand and official seal this

STATE OF ALA. SHELBY CO.

day of December

19 85

mtg. fee - 63.00

Rec. 7.50

Ind. 1.00

I CERTIFY THIS INSTRUMENT WAS FILED

7240

1985 DEC 17 AM 11:37

This instrument was prepared by

(Name) Michael J. Romeo

(Address)

900 City Federal Building  
Birmingham, AL 35203

JUDGE OF PROBATE

STATE OF ALABAMA  
COUNTY OF

SS

I, conveyance was filed for registration in this office on the day of 19, and was recorded in Vol. , Record of Deeds, pages at o'clock M.

Judge of Probate Court of said County, do hereby certify that the foregoing day of 19, on the day of 19

Fee

Judge of Probate

HJD-92100m (12-78)