

896 MORTGAGE

THE STATE OF ALABAMA

Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Raymond R. Riha, a married man
 of the City of Helena, County of Shelby
 and State of Alabama, party of the first part (hereinafter called the
 Mortgagor), has become justly indebted unto National Heritage Mortgage Corporation
 a corporation organized and existing under the laws of
the State of Alabama, party of the second
 part (hereinafter called the Mortgagee), in the full sum of Forty-five thousand fifty and NO/100--
Dollars (\$ 45,050.00).
 money lent and advanced, with interest at the rate of Nine and 50/100--
per centum (-----9.50-----%)
 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
National Heritage Mortgage Corporation in Birmingham, Alabama
 or at such other place as the holder may designate
 in writing, in monthly installments of Three hundred seventy-eight and 87/100--
Dollars (\$ 378.87), commencing on
 the first day of May, 19 86, 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 April, 2016

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

Lot 10, Block 4, according to a Resurvey of Block 4, of a
 Resurvey of BRECKENRIDGE PARK, as recorded in Map Book 9,
 Page 150, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations,
 if any, of record.

The proceeds of this loan have been applied to the purchase price of the property described
 herein.

The following described personalty shall be considered as real property and a part of the
 security herein, to-wit: Range/Oven, Refrigerator, Dishwasher, and Wall-to-Wall Carpet.
 The property conveyed by this mortgage does not constitute any part of the homestead of the
 mortgagor or his spouse. This property is purchased strictly for investment purposes by *
 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.

And the Mortgagor hereby covenants that ✓ he is seized of said real
 property in fee simple, and has 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-wit:

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 ~~any~~
~~part, at any time, or in any manner, and to apply the same to the principal or interest as may be determined by the Mortgagee.~~
 and, in addition, to pay the principal and interest on the principal that is 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 payment.

2. Together with an 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:

*the mortgagor.

*This mortgage is being re-recorded to correct the effective date of mortgage.
 HUD One-Time MIP

BOOK 067 PAGE 860

BOOK 069 PAGE 262

INITIAL
Riha

Conley, M. H.

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable 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 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;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 Mortgagee under (a) of paragraph 2 preceding shall exceed the amount of the payments actually 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 Mortgagee, shall be credited on the subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee 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 Mortgagee 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 Mortgagee any balance remaining in the funds accumulated under the provisions of (a) 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 (a) of paragraph 2 preceding to the property in the funds accumulated under (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage, the Mortgagee 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.

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 Mortgagee 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 Mortgagee 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 liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Mortgagee 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 legally inoperative, 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.

7. 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 not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of the Mortgagee and the Mortgagee jointly, and of 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. If the Mortgagee 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 debts hereby secured 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 Mortgagee; 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 Mortgagor 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 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.

11. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or without the appointment of a receiver; but the Mortgagee shall not hereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied 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 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 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 Judgement 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 Allotted

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 incumbrance 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 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 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 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 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 my hand _____ and seal _____ this the 31st day of March 1986

(SEAL)

Raymond R. Riha

(SEAL)

(SEAL)

(SEAL)

STATE OF ALABAMA,

Jefferson COUNTY,

I, _____ the undersigned

, a notary public in and for said county, in

said State, hereby certify that

Raymond R. Riha, a married man

whose name _____ is _____ signed to the foregoing conveyance, and who _____ is _____ known to

me, acknowledged before me on this day that, being informed of the contents of this conveyance, he _____ executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 31st day of March

Nancy S. Alley

Notary Public

This instrument was prepared by:

(Name) Dale Corley, Attorney (Address) 2100 16th Avenue, South
Birmingham, AL 35205

STATE OF ALABAMA
COUNTY OF _____

SS

I, _____ Judge of Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____ 19____, and was recorded in Vol. _____, Record of Deeds, pages _____ on the _____ day of _____ 19____ at _____ o'clock _____ M.

Judge of Probate

Fee _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 APR 14 PM 12:26

Thomas A. Summerville, Jr.
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 APR 24 PM 1:46

Re-Recorded
Thomas A. Summerville, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 67.65
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 78.65

RECORDING FEES
Recording Fee \$ 10.00
Index Fee 1.00
TOTAL \$ 11.00

RETURN TO:
Corley, Mancus, Byrum & DeGrys, Attorneys
2100 South 16th Avenue
Birmingham, Alabama 35205