

This instrument was prepared by

827

(Name) James O. Standridge

(Address) P.O. Box 1 Montevallo, AL 35115

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert E Wyatt and Wife Janet Susan Jones Wyatt

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

T. Ellsworth Leighton and Wife Laura Lou Roberts Leighton

(hereinafter called "Mortgagee", whether one or more), in the sum

of Ten Thousand, Three Hundred and Fifty eight Dollars and Twenty Five <sup>Dollars</sup> cents  
(\$ 10,358.25 ), evidenced by

Real Estate Mortgage Note executed on even date here with.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Robert E Wyatt and Janet Susan Jones Wyatt

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

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Lot 12, Block 4, according to the survey of Arken Subdivision, as recorded in Map Book 3 page 64 in the Probate Office of Shelby County, Alabama.  
LESS AND EXCEPT: Begin at the Southeast corner of said Lot 12; thence Northerly along the East boundary of said Lot 12 110.00 feet; thence left 164 deg. 28 min. in a Southwesterly direction 105.90 feet to intersection with Northeast boundary of Parkway Circle; thence Southeasterly along said Northeast boundary 29.5 to the point of beginning; being situated in Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated at

To Have And To Hold the above granted property unto the said Mortgagees, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set *the* signature *S* and seal, this

31<sup>st</sup> day of *January*, 1957

*Robert E. Wright* (SEAL)  
*Emmett Susan Jones Wright* (SEAL)  
\_\_\_\_\_  
(SEAL)

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THE STATE of *Alabama*  
*Shelby* COUNTY

I, *James A. Standridge*, a Notary Public in and for said County, in said State, hereby certify that *Robert E. Wright and wife, Emmett Susan Jones Wright*

whose name *as* signed to the foregoing conveyance, and who *are* known to me acknowledged before me on this day, that being informed of the contents of the conveyance *they* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this *31<sup>st</sup>* day of *January*, 1957  
*James A. Standridge* Notary Public.

THE STATE of \_\_\_\_\_  
COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose name as \_\_\_\_\_ of \_\_\_\_\_ a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

**ADDENDUM TO ADJUSTABLE LOAN RIDER  
(Fixed - Rate Conversion Option)**

THIS ADDENDUM TO ADJUSTABLE ~~RATE~~ RIDER OR GRADUATED PAYMENT RIDER (the "Rider") is made this 31<sup>st</sup> day of January, 1987, and is incorporated into and shall be deemed to amend and supplement the Rider to the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), each of which bears the same date shown above and is given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note to \_\_\_\_\_

Jefferson Federal Savings and Loan Association of Birmingham  
(the "lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

349 Parkway Circle, Montevallo, Alabama 35115  
(Property Address)

In addition to the provisions contained in the Rider, this addendum may permit the Borrower to convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

**A. OPTION TO CONVERT TO FIXED RATE; CONDITIONS TO OPTION**

1. Except as provided in Sections A-2 and A-3 below and notwithstanding anything to the contrary in the Note or the Rider, I may choose to convert my adjustable rate interest payments to fixed rate interest payments as of the first day of January, 1988 or as of that day of the same month of each of the following four calendar years. Each date as of which I could choose to convert my interest payments is called a "Conversion Date". The last possible Conversion Date is January 1, 1992.

If I choose to make this conversion, I must give the Lender notice that I am doing so at least 30 days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document, in any form that the Lender may require, changing the terms of the Note as necessary to give effect to the conversion. Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal Home Loan Mortgage Corporation's published required Net Yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect as of the date 45 days before the effective Conversion Date, plus one-half of one percent (.50%) and rounded up to the next one-eighth of one percent. If such required Net Yield is not available the Lender will determine my new, fixed interest rate by using a comparable figure.

2. If the unpaid principal balance of my loan on the Effective Conversion Date will be greater than the original principal amount of my loan, Lender may require that a qualified real estate appraiser, chosen by the Lender, prepare an appraisal report on the value of the secured property. I will pay the Lender a reasonable fee for this appraisal report. If the unpaid principal balance of my loan on the Effective Conversion Date will be an amount greater than 95% of the value of the property securing my loan, as established by the appraisal report, I will not have the option to convert my adjustable rate interest payments described in Section A-1 above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to that amount.

3. If the unpaid principal balance of my loan on the Effective Conversion Date is greater than the Federal Home Loan Mortgage Corporation maximum loan amount, I will not have the option to covert my adjustable rate interest payments described in Section

A-1 above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to the Federal Home Loan Mortgage Corporation maximum loan amount.

B. DETERMINATION OF NEW PAYMENT AMOUNT

If I choose to convert to a fixed rate of interest as provided in Section A above, the Lender will then determine the amount of my monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Effective Conversion Date in full on the maturity date at my new interest rate in substantially equal payments. The result of the calculation will be the new amount of my monthly payment (the "New Payment Amount").

C. PAYMENT OF NEW PAYMENT AMOUNT; CONTINUATION OF FIXED RATE

Beginning with my first monthly payment that becomes due after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

D. PAYMENT OF CONVERSION FEE

For choosing to convert my adjustable interest rate payments to fixed rate payments, as provided above, I will pay the Lender a conversion fee equal to the Federal Home Loan Mortgage Corporation's 60 day mandatory commitment fee as of the Effective Conversion Date, plus \$ 100.00 (not to exceed \$100.00). I will pay conversion fee if applicable on or before the date of my first monthly payment that becomes due after the Effective Conversion Date.

E. NOTICE BY LENDER

Before the date of my first monthly payment that becomes due after the Effective Conversion Date, the Lender will mail or deliver to me a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; the amount of the conversion fee if any; and a date (not later than 15 days from the date the lender gives me the notice) by which I must sign and give the Lender a document making the changes to the Note that are necessary to provide the new fixed interest rate. The notice will include all information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

F. FAILURE TO CHOOSE CONVERSION

If I do not, at least 30 days before the last possible Conversion Date specified in Section A above, give notice to the Lender that I choose to convert my adjustable rate interest payments to fixed rate interest payments and do the other things that I must do under Section A above, within the applicable times specified in such Section, I will no longer have the right to choose such conversion of interest payments.

IN WITNESS WHEREOF, Borrower has executed this Addendum.

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

1987 FEB 10 PM 4: 23

JUDGE OF PROBATE

Robert E. Wyatt (Seal)  
Robert E. Wyatt Borrower

Janet Susan Jones Wyatt (Seal)  
Janet Susan Jones Wyatt Borrower

.....(Seal)  
Borrower  
(Sign Original Only)

ADDENDUM TO ADJUSTABLE RATE/GRADUATED PAYMENT RIDER-1 Year  
Treasury Index with Conversion Option - Revised 5/86

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