# ALABAMA REAL ESTATE MORTGAGE

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Dennis W. Zeimet - Husband, Mortgagor (Name) — COMMERCIAL CREDIT CORPORATION, Mortgagee

Christine A. Zeimet - Wife, Mortgagor (Name) — 1564 Montgomery Hwy. (Address)

111 Old Spanish Trail (Address) Shelby (County) — Jefferson (County)

Montevallo (City) AL (State) 35115 (Zip) — Birmingham (City) AL (State) 35216 (Zip)

| Date of Note and Mortgage | Account No. | Principal Amount | Final Payment Due Date |
|---|---|---|---|
| 2/27/87 | 201269 | 9448.21 | 2/27/97 ☐ If checked, initial final payment due date only |

WHEREAS, this Mortgage is given to secure the performance of the provisions hereof and the payment of a Note of even date signed by Dennis W. Zeimet - Husband and Christine A. Zeimet - Wife (Borrower) in the Principal Amount shown above with interest and charges as therein provided, repayable in installments as provided in said Note, without any relief whatever from variation or appraisement laws of the State of Alabama.

WITNESSETH, that the above-named Mortgagor, for full and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the following described property, situated in the County of Shelby, State of Alabama, to wit:

Lot 6, in Block 1, according to the Survey of Mission Hills, First Sector, as recorded in Map Book 6, Page 47, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama. Subject to easements and restrictions of record.

Also known as: 111 Old Spanish Trail, Montevallo, AL 35115.

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Warranted free of all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current year.

TO HAVE AND TO HOLD the above described premises unto said Mortgagee with all the rights, improvements, and appurtenances thereunto appertaining. Mortgagor covenants that Mortgagor is lawfully seized of an indefeasible estate in fee simple of the premises and that the premises are free from liens, encumbrances, taxes, and assessments except as herein stated. The undersigned Mortgagor will warrant and defend unto Mortgagee the title to said premises against the lawful claims and demands of all persons.

This Mortgage is second and subordinate to a certain Mortgage executed by Mortgagor to Home Federal Savings and Loan dated the 24th day of May 19 79, recorded in Volume Book 379 page 970 in the office of the Probate Judge of ______ County, Alabama. If the Mortgagor, his, her or their heirs, executors, administrators, or assigns shall pay unto Mortgagee, its successors and assigns, the Principal Amount shown above, according to the terms of Mortgagor's Note therefor, of this date, with interest and charges as stated therein, and if Mortgagor shall fully perform each and all the covenants and agreements herein set out and, if necessary, reimburse the Mortgagee for amounts expended on Mortgagor's behalf, then these presents shall be void, otherwise they shall remain in full force and effect.

The Mortgagor hereby covenants:

1. To pay the above described Note according to its terms.
2. To pay promptly all taxes and assessments when imposed upon the premises.
3. To keep the improvements on said property insured against fire, windstorm, hail, lightning and all risks included in the extended coverage provision, with companies acceptable to Mortgagee, for not less than a sum equal to the indebtedness secured by this and any other mortgages and to have each such policy payable to Mortgagee as its interest may appear under a standard mortgagee clause acceptable to Mortgagee with a copy of the policy delivered to Mortgagee.
4. To neither commit nor permit waste upon its premises.
5. To comply with all of the terms and conditions of the note and this Mortgage.
6. To comply with all of the terms and conditions of, and to perform all obligations made incumbent upon Mortgagor in, that certain first mortgage described hereinabove.

It is further convenanted by Mortgagor that if insurance is not procured and policies delivered as herein provided, or if the taxes or assessments upon the property or any expenses incurred by mortgagee are not paid as agreed, the Mortgagee or the holder of the Note secured hereby may procure such insurance, pay such taxes or expenses, and all money so paid by the Mortgagee or assigns shall be due Mortgagee or holder hereof, and shall be added to and made a part of the debt secured hereby, and shall bear interest at the rate provided in said Note. If any insurance coverage is obtained through Mortgagee, upon Mortgagor's default, Mortgagor hereby gives to Mortgagee a power of attorney to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance.

If all or any part of the property or an interest therein is sold or transferred, including through sale by installment contract, without Mortgagee's prior written consent, Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgagor(s) now occupy or will occupy the property, certain sales and transfers, as outlined by the Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of a breach of any of the aforesaid covenants or agreements, the unpaid balance of the indebtedness secured hereby, and the accrued but unpaid finance and other charges, shall at the option of the Mortgagee or the holder of the indebtedness hereby secured, become immediately due and collectible and the holder hereof may proceed to foreclose this Mortgage, and, in such event, the Mortgagee's agents or assigns shall be authorized to take possession of the premises and empowered to sell the premises at auction for cash, at the front door of the County Court House in the county where the property is located after first giving the notice required by law, and to execute proper conveyance to the purchaser in the name of the Mortgagor. Out of the proceeds of the sale, the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, not exceeding fifteen (15) per cent of the unpaid debt after default and referral to an attorney not a salaried employee of the Mortgagee, then retain enough to pay said Note and interest and charges thereon and any sums advanced by Mortgagee for taxes, insurance, and assessments together with the interest thereon, and pay the balance, if any, to the Mortgagor or the person or persons legally entitled thereto. If the proceeds of sale are not sufficient to pay the balance owed on the Note, together with interest and charges thereon, Mortgagor agrees to apy the deficiency upon demand by the holder of the Mortgage.

At the sale under the powers herein, the Mortgagee may bid for the purchase of said property like a stranger hereto, and in the event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor.

If in this Mortgage, the Mortgagor is or includes persons other than the Borrower, the Borrower only is liable for payment of the Note and any and all amounts payable hereunder and Mortgagor is liable and bound by all other forms, conditions, covenants, and agreements contained in this Mortgage, excluding any payment obligations and including but not limited to, the right of and power of Mortgagee to foreclose on the Mortgage in the event of default by Borrower in payment of the Note.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hand and seal this 27th day of February, 19 87.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Dennis W. Zeimet (L.S.)

Christine A. Zeimet (L.S.)

This Instrument was prepared by A. Fondren (Name)

1564 Montgomery Hwy., Birmingham, AL 35216 (Address)

Original—RECORDING Duplicate-OFFICE [redacted] Triplicate-CUSTOMER'S

Commercial Credit
1564 Mont. Hwy.
P.O. [redacted] 20769

CCC 1596-J Printed [redacted] 7/85

THE STATE OF ALABAMA,
Jefferson County

I, the undersigned

a Notary Public in and for said State and County, hereby certify that Dennis W. Zeimet - Husband and Christine A. White - Wife

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 the conveyance have executed the same voluntarily, on the day the same bears date.

Given under my hand and seal this the 27th day of February, 19 87.

Karen B. Fondren
Notary Public

MY COMMISSION EXPIRES JANUARY 13, 1991

KAREN B. ... NOTARY PUBLIC ALABAMA STATE AT LARGE

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# REAL ESTATE MORTGAGE

FROM

TO

STATE OF ALABAMA,
_______ County

I, _______ Judge of the Probate Court of said County, do hereby certify that the foregoing mortgage was filed for registration in this office on the _______ day of _______, 19 ___, and was recorded in Vol. _______ Record of Mortgages, pages _______ on the _______ day of _______, 19 ___

_______ Judge of Probate.

Recording fee, $ _______ Paid.

Mortgage tax, $ _______ Paid.

AGREEMENT

IN CONSIDERATION of a loan granted to the undersigned by Commercial Credit Corporation dated 2/27/87, the undersigned agree not to make any claim for any future advances under and pursuant to the terms of the Future Advance Clause of the first mortgage encumbering the real property owned by the undersigned and more formally described in EXHIBIT "A" attached hereto and made a part hereof, said mortgage being from Dennis W. Zeimet - Husband and Christine A. Zeimet - Wife to Home Federal Savings and Loan dated 5/24/79 and recorded 5/24/79 in Official Record Book 379, Page 970 of the Public Records of Shelby County County, Alabama, and we, the undersigned, hereby specifically waive any right to secure funds pursuant to such future advance clause for so long a period of time as the Commercial Credit Corporation and/or assignee(s) shall retain an interest in the mortgage bearing this date executed by the undersigned to the said commercial Credit Corporation of Jefferson County.

This Agreement also provides that the acceptance of a future advance under the first mortgage will constitute a default under the second mortgage and that the second mortgage, on such default, is entitled to all of the rights and remedies available to him in the event of a default as set forth in said mortgage.

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DATED this 27th Day of February, 19 87

WITNESSES

[signature]

L. Hodgkins

[signature]

Christine A. Zeimet

STATE OF Alabama

COUNTY OF Jefferson

I HEREBY CERTIFY that on this day before me, a notary public duly authorized to take acknowledgements, personally appeared ______________, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this February 27, 1987, 19 87.

My commission Expires:

Karen B. [illegible]

NOTARY PUBLIC

MY COMMISSION EXPIRES JANUARY 13, 1991

EXHIBIT "A"

LEGAL DESCRIPTION:

Lot 6, in Block 1, according to the Survey of Mission Hills, First Sector, as recorded in Map Book 6, page 47, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama. Subject to easements and restrictions of record.

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

1987 MAR -3 AM 11:54

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Dennis W. Zeimet

Christine A. Zeimet

Christine A. Zeimet

DATED: February 27, 1987

| | |
|---|---|
| 1. Deed Tax | $ |
| 2. Mtg. Tax | 14.25 |
| 3. Recording Fee | 10.00 |
| 4. Indexing Fee | 1.00 |
| TOTAL | 25.25 |