

REAL ESTATE MORTGAGE  
(Consumer or Residential Form)

1993

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned, Bonnie P. Varon, an unmarried woman,

(is)(are) justly indebted to UNION BANK & TRUST COMPANY, of Montgomery, Alabama, a corporation (hereinafter called the "Mortgagee"), in the principal sum of SIXTY THOUSAND AND NO/100

(\$ 60,000.00) DOLLARS, as evidenced by that certain promissory note dated June 25,  
19 87, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid,  
being due and payable on June 25, 1992; and

WHEREAS, as used herein, the term "Debt" is defined to mean and include the aggregate of the indebtedness evidenced by said promissory note and any and all extensions and renewals thereof, together with all interest and other charges on said note and on any such extensions and renewals.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten (\$10.00) Dollars this day cash in hand paid by the Mortgagee to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the Debt and each and every installment thereof when due, and also to secure the performance of all terms, conditions and agreements of this Mortgage, the undersigned, Bonnie P. Varon, an unmarried woman,

(hereinafter sometimes referred to as "Mortgagor", whether one or more), do(es) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate lying and being situated in the County of Shelby, State of Alabama (said real estate being hereinafter called the "Real Estate"), to-wit:

Lot C, Block 11, according to the amended map of Riverwood, 7th Sector, as recorded in Map Book 9, Page 81, in the Probate Office of Shelby County, Alabama, together with an undivided 1/106 interest in the common area as set forth in Declaration recorded in Misc. Vol. 39, Page 880, in the said Probate Office.

The proceeds of this loan have been applied on the purchase price of the above described property conveyed to mortgagor simultaneously herewith.

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Together with all the rights, privileges, tenements, appurtenances, fixtures and improvements appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this Mortgage.

TO HAVE AND TO HOLD the Real Estate unto Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee, its successors and assigns, that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances unless otherwise set forth above, and that Mortgagor will forever defend the title to the Real Estate unto the Mortgagee, its successors and assigns, against the lawful claims and demands of all persons.

*Bradley Grant*

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BUT, THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say: If the Mortgagor shall well and truly pay the Debt and each and every installment thereof when and as due, and fulfills all of the Mortgagor's obligations under this Mortgage, then this conveyance shall become void. But should the Mortgagor fail to pay said Debt, or any installment thereof, at its maturity, or in the event of any other default hereunder, then, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the County in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said County, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this Mortgage, including but not limited to a reasonable attorneys' fee; second to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third to the payment in full of the balance of the Debt (it being understood and agreed that the Mortgagee may apply said proceeds to the payment of the principal of the Debt whether then fully matured or not, interest accrued on the Debt to the date of sale, and all other charges then due on or forming a part of the Debt, in such order as the Mortgagee may elect); and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens which may have a priority equal to or greater than this Mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such insurance companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled or materially modified without the insurer giving at least fifteen days prior written notice of such cancellation or modification to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to pay any liens as and when due or fails to keep the Real Estate insured as specified above, then at the election of the Mortgagee and without notice to any person the Mortgagee may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as herein above provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this Mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit. The proceeds from such insurance (less cost of collecting same), if collected, shall be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this Mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues as they mature and are due and payable; provided, however, that except by and with the consent in writing of Mortgagee no such rents, profits, issues or revenues shall, at any time, be payable, or paid, to Mortgagor for a period of time in excess of thirty days in advance.

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking, or by any acts or omissions of any parties, or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including but not limited to any award for change of grade of streets and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this Subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, or as they may be put, reasonable wear and tear excepted.

If all or any part of the Real Estate or any interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at its option, declare all of the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Real Estate is to be sold and transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sum secured by this mortgage shall be at such rate as the Mortgagee shall request.

A default shall have occurred or be deemed to have occurred hereunder if: (a) the Mortgagor shall fail to pay in full all or any part of the Debt and each installment thereof as and when due and payable; (b) the Mortgagor shall fail duly to observe and perform any other covenant, condition or agreement of this mortgage, the note, or of any other agreement or writing evidencing or securing the Debt or any part thereof (hereinafter this mortgage and the note and all other such agreements and writings are sometimes collectively called the "Loan Documents"); (c) any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading; (d) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any other lien or encumbrance thereon; (e) any lien for labor or materials, taxes, judgment or otherwise shall be filed against the Real Estate; (f) the Real Estate becomes vacant or deserted or if a levy shall be made under any process on, or a receiver be appointed for, the Real Estate or any other property of the Mortgagor; (g) the Mortgagor or any other obligor or guarantor of the note shall commit any act of bankruptcy; (h) the Mortgagor or any other obligor or guarantor of the note shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor or such other obligor or guarantor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; (i) the Mortgagor or any other obligor or guarantor of the note shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or such other obligor or guarantor or of all or any part of the Real Estate or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or (j) the Mortgagor or any other obligor or guarantor of the note shall make any general assignment for the benefit of creditors.

The Mortgagor further specifically waives all exemptions which the Mortgagor has, or to which the Mortgagor may be entitled under the Constitution and laws of the State of Alabama in regard to the collection of the indebtedness hereby secured.

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The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this Mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Real Estate, unless this Mortgage is herein expressly made subject to any such lien or encumbrance, and also all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, is hereby authorized and empowered to execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the real estate.

If fulfillment of any provision of this Mortgage or of the promissory note secured hereby, now or at the time performance of said provision is due, shall transcend or exceed the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or prospectively would operate to make this Mortgage or any provision hereof void, illegal or unenforceable, then such void, illegal or unenforceable provision or part thereof only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage on this 25th day of June, 19 87.

L.S. Bonnie P. Varon L.S.  
Bonnie P. Varon

L.S. \_\_\_\_\_ L.S.

L.S. \_\_\_\_\_ L.S.

L.S. \_\_\_\_\_ L.S.

L.S. \_\_\_\_\_ L.S.

STATE OF ALABAMA

SHELBY COUNTY

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

Bonnie P. Varon, an unmarried woman,

whose name (s) is (are) signed to the foregoing mortgage and who is (are) known to me, acknowledged before me on this day that being informed of the contents of said mortgage she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 25th day of June, 19 87.

[Signature]  
Notary Public

My commission expires: 6/10/91

This instrument was prepared by:  
Charles A. J. Beavers, Jr.  
Bradley, Arant, Rose & White  
1400 Park Place Tower  
Birmingham, Alabama 35203

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

1987 JUN 30 AM 11:41

[Signature]  
JUDGE OF PROBATE

1. Dead Tax \$ \_\_\_\_\_  
2. Mtg. Tax 90.00  
3. Recording Fee 10.00  
4. Indexing Fee 1.00  
TOTAL 101.00

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CHARLES A. J. BEAVERS, JR.  
NOTARY PUBLIC  
812 S. Lakes Creek Pkwy Suite 203  
BIRMINGHAM, AL 35209