SOCIAL SECURITY CREDIT UNION 2001 12TH AVENUE NORTH P.O. BOX 937 BIRMINGHAM, ALABAMA 35285



STATE OF ALABAMA COUNTY OF SHELBY

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	RTGAGE
Mortgagee: SOCIAL SECURITY CREDIT UNION	
Mortgagee's Address: 2001 12TH AVENUE NORTH, BIRMINGHAM	, ALABAMA 35285
Mortgagor(s): Willowdean M. Strother Gardne	er, a widow
Date Mortgage Executed: June 23, 1987	
Principal Sum: \$ 25,000.00	Maturity Date: June 23, 2002
County Where the Property is Situated: Shelby	
First Mortgage Recorded in	First Mortgage was Assigned in

WITNESSETH:

WHEREAS, said Mortgagor, is justly indebted to Mortgages in the above stated "Principal Sum" together with any advances hereinafter provided, lawful money of the United States, which indebtedness is evidenced by a Promissory Note of even date herewith which bears interest as provided therein and which is payable in accordance with its terms, with the entire Debt. if not sooner paid due and payable on the above stated "Maturity Date."

NOW, THEREFORE in consideration of the premises and of said indebtedness and in order to secure prompt payment of the same according to the terms and stipulations contained in said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any other amounts that the Mongages or its successors or assigns may advance to the Montgagor bufore the payment in full of said Mortgage indebtedness, and any additional interest that may become due on any such extensions, renewals and advances or any part thereof (the aggregate amount of such debt. Including any extensions, renewals, advances and interest due thereon, is hereinafter collectively called "Debt") and compliance with all the stipulations herein contained, the Morigagor does hereby grant, bargain, self and convey unto the Mortgagee, the real estate described in "Exhibit 'A" and situated in the county stated above.

TO HAVE AND TO HOLD the real estate unto the Mortgagee, its successor and assigns forever, together with all the improvements now or hereafter erected on the real esate and all easements. rights, privileges, tenements, appurtenances, rents, royalties, mineral, oil and gas rights, water, water rights and water stock and all lixtures now or hereafter attached to the real estate, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the real estate covered by this Mortgage; and all of the foregoing are hereinafter referred to as "Real Estate" and shall be coveyed by this Mortgage.

Estate is tree of all encumbrances, except as stated herein and the Mortgagor will water except as otherwise herein provided.	no tee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Arrant and forever defend the little to the Real Estate unto the Mortgagee against the lawful claims of all persons,
Probate Office where the land is situated (hereinafter called the "First Mortgage"). It sums payable under the terms and provisions of the First Mortgage, the Mortgage is budge under the terms of the First Mortgage, and any and all payments so made shall due and payable, at the option of the Mortgagee, and this Mortgage shall be subject.	s "First Mortgage", and if so, recorded as stated above and it assigned as recorded as stated above in the County tils specifically agreed that in the event deafult should be made in the payment of principal, intrest or any other half have the right without notice to anyone, but shall not be obligated, to pay part of all of whatever amounts may the added to the debt secured by this Mortgage and the Debt (including all such payments) shall be immediately ect to foreclosure in all respects as provided by law and by the provisions hereof
by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether at respect to such mortgage or the indebtedness secured theraby; and .(5) any other from time to time.	the Real Estate to disclose to the Mortgagee the following information. (1) the amount of indebtedness secured ny amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request
Morigagor(s) agree(s) that all of the provision printed on the reverse side hereof at in WITNESS WHEREOF, the undersigned Mortgagor(s) has (have) executed this	re agreed to and accepted by Mortgagor(s) and constitute valid and enforceable provisions of this Mortgage. Lostrument on the date first written above.
2	Moult and trethe Dondne (SEAL)
K W∃	LLOWDEAN M. STROTHER GARDNER
<u> </u>	(SEAL)
<u> </u>	(SEAL)
ACH	KNOWLEDGEMENT
STATE OF ALABAMA)	1
COUNTY OF JEFFERSON)	
i, the undersigned authority, a Notary Public, in and for said Count	ty in said State, hereby certify that
Willowdean M. Strother Ga	ardner, a widow
whose name(s) is (are) signed to the foregoing conveyance, and who is	known to me, acknowledged before me on this day that, being informed of the contents of

She. _____ executed the same voluntarily on the date the same bears date said conveyance, . Given under my hand and official seal this ____23rd_ day of . My commission expires.

10/31/87

THIS INSTRUMENT PREPARED BY

DOUGLAS L. KEY, ATTY., 2100 11th Ave. No., B'ham, AL 35234

For the purpose of securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, fines and other liens which may attain priority over this Mortgage (hereinafter jointly called "Liens"), when imposed legalty upon the Real Estate and if default is made in the payment of the Liens, or any part thereof, the Mortgages, at its option, may resy the same; (2) keep the Real Estate continuously insured, in such manner and by such companies as may be satisfactory to the Mortgages, against loss by fire, vandalism, maticious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any named to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the Debt. The original insurance policy, and all replacements therefor, shall be "thin notice of such cancellation to the Mortgagee. The curance policy and all replacements therefor must provide that they may not be cancelled without the insurer arrance now or hereafter in effect which insures said Mortgagor hereby assigns and pledges to the Mortgages, as further security for the payment of the Debt, ea abut not limited to all of the Mortgagor's right, little and improvements, or any part thereof, together with all the right, title and interest of the Morigagor in and to each , the Real Estate insured as specified above then, at the interest in and to any premiums paid on such hazard insurance, including all rights to returned premiums. It Mortgage subject to foreclosure, and this Mortgage may be election of the Mortgages and without notice to any person, the Mortgages may declare the entire Debt due and foreclosed as hereinafter provided; and, regardless of whether the Morigagee declares the entire Debi due and payable, 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 Mortgages may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgages, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts

Mortgagor agrees to pay promptly when due the principal and interest of the Debt and keep and perform every other coverant and agreement of the Promissory Note secured hereby. As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgages, the following described property rights, claims, rents, profits, issues and revenues:

spent ; by the Mortgages for insurance or for the payment of Liens shall become a debt due by the Mortgager to the Mortgages and at once payable without demand upon or notice to the Mortgager. and shall be secured by the Ilen of this Mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the rate of interest provided for in the Promissory Note. The

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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;

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 otherwise) to the Real Estate, or any part thereof, or to any rights appurtenent thereto, including any sward for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in fleu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, appeal from, any such judgments or awards. The Mortgages may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and altorney's 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 or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or the Promissory Note which can be given effect. It is agreed that the provisions of the Mortgage and the Promissory Note are severable and that, if one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; this Mortgage shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein. If anactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this Mortgage unenforceable according to its terms. Mortgages, at its option, may require the immediate payment in full of all sums secured by this mortgage and may invoke any remedies permitted hereunder.

The Mortgagor agrees to keep the Real Estate and all improvements located thereon in good repair and further agrees not to commit waste or permit impairment or deterioration of the Real Estate. and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

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

The Mortgagor agrees that no delay or failure of the Mortgages to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgages's right to exercise such Mortgages shall request. option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgage shall 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 duly authorized representatives.

After default on the part of the Mortgagor, the Mortgages, upon bill filled or other proper legal proceedings 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 renta, issues and profile of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon request of Mortgagor (separately or severally, if more than one), Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to Mortgagor (separately or severally, if more than one). Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes staling that said notes are received hereby.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which debt includes the Indebtedness evidenced by the Promissory Note hereinabove referred to and any or all extensions and renewals thereof and advances and any interest due on such extensions, renewals and advances) and all other indebtedness secured hereby and reimburses the Morigages for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of Mortgagor's obligations under this Mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves falso in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage, (3) default is made in the payment to the Mortgages of any some paid by the Mortgages under the provision of this Mortgage. (4) the Debt, or may paid thereof. remains unpaid at maturity. (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance. (6) any statement of lien is filled against the Real Estate, or any part thereof, under the statutes of Alabama relating to the kens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based; (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by vitrue of which any tax lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate profettion in bankruptor, assets, (b) be adjudicated a bankruptor insolvent or file a voluntary petition in bankruptcy, (c) fall, or admit in writing such Morigagor's inability, generally to pay such Morigagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an enswer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, (1) file an answer admitting the material allegations of, or consent to, or default in answering a petition filed against such Mortgagor in any bankruptcy, reorganizing; or insolvency proceedings; or (10) an order for reliator other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidation or reorganization of the Mortgagor. or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of inference of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of inference of the control of the second of the control of the control of the second of the control of the cont Debt shall at once become due and payable and this Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; 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second, to the payment of anyamounts that have been spent, or that it may then be necessary to spend, in paying insurance pramiums, tiens or other encumbrances, with interest thereon, third, to the payment in full of the balance of the Debi and Interest thereon, 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 any unestricing interest shall be credited to the Mortgagor; and fourth, the balance, if any, to be paid to party or parties appearing of record to the owner of the Real Estate and the time of 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 Reat Estate if the highest bidder thereof. 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 may be offered for sale and sold in any other manner the Included the following agrees to payall costs, including reasonable attorney's fees, incurred by the Mortgages in collecting or securing or attempting to collect or secure the Debt, or Debt, o 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 subjection, 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 subjection, any part thereof, or in defending or attempting to defend the priority 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 incured by the Mortgages 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 hersunder, the Mortgages, or the owner of the Debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mongagor a deed to the Real Estate.

Mortgager waives all rights of homestead exemption in the Real Estate and relinquishes all rights of curtesy and dower in the Real Estate.

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 natural persons. All convenents 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 Mortgages, shall inure to the benefit of the Mortgages's successors and assigns.

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NOTE TO CLERK OF COURT: Mortgagee certifies that if at any point this mortgagee is assigned to a non-tax exempt holder that such Holder will comply with Alabama Code §40-22-2(2)(b)(1975).

EXHIBIT "A

The North 330 feet of the West 630 feet of the Northwest Quarter of the Southwest Quarter of Section 24, Township 19 South, Range 1 East, except highway right of way along the northerly line of said property; being situated in Shelby County, Alabama.

at 139 rat 232

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

1987 JUL -6 PH 2: 21

JUDGE OF PROBATE

Marine Marine Comment of the Comment

1. Deed Tax \$

2. Mtg. Tax Light

3. Recording Fee 75

4. Indexing Fee 100

TOTAL 850