

# ALABAMA REAL ESTATE MORTGAGE

1036

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

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

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

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

Date of Note and Mortgage	Account No.	Principal Amount	Final Payment Due Date
7/14/87	20156-6	20221.53	7-18-97 <input type="checkbox"/> If checked, insert 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 appraisal 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

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 appertain-  
ing. 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 1979, recorded in Volume  
Book 379 page 970 in the office of the Probate Judge of Shelby  
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 covenanted 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 in-  
surance, 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 collecti-  
ble 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, ex-  
cluding 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 14th day of July  
1987

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

[Signature] (L.S.)  
Christine A. Zeimet (L.S.)

This Instrument was prepared by Laura Hodgkins  
(Name)

1564 Montgomery Highway Birmingham, AL 35216  
(Address)

Original—RECORDING Duplicate—OFFICE Triplicate—CUSTOMER'S

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. Zeimet - 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 14th day of July, 19 87

Thomas D. Pearson  
MY COMMISSION EXPIRES JUNE 13, 1989

BOOK 140 PAGE 966

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

1987 JUL 17 AM 8:22

Thomas D. Pearson, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax 36.45  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 36.45

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 July, 19 87, and was

recorded in Vol.        Record of

Mortgages, pages        on the

day of July, 19 87

Judge of Probate.

Recording fee, \$        Paid.

Mortgage tax, \$        Paid.