2294 SOCIAL SECURITY CREDIT UNION 2001 12TH AVENUE NORTH P.O. BOX 937 BIRMINGHAM, ALABAMA 35285

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said conveyance, ___

My commission expires:

10/31/87

Given under my hand and official seal this 9th

THIS INSTRUMENT PREPARED BY: DOUGLAS L



2100 11th Avenue No., B'ham, AL 35

STATE OF ALABAMA COUNTY OF SHELBY MORTGAGE SOCIAL SECURITY CREDIT UNION 2001 12TH AVENUE NORTH, BIRMINGHAM, ALABAMA 35285 David L. Deavours and wife, Vicki S. Deavours Mortgagee's Address: = Mortgagor(#): July 14, 2002 Maturity Date: 54,206.00 Principal Sum. \$. Shelby County Where the Property is Situated: . First Mortgage was Assigned in <u>N/a</u> THIS MORTGAGE, made and entered into on this day as stated above as "Date Mortgage Executed," by and between the above stated "Mortgagor(s)" (hereinafter referred to as "Mortgagor", First Mortgage Recorded in ... whether one or more) and the above stated "Mortgagee" WITNESSETH: WHEREAS, said Mortgagor, is justly indebted to Mortgages in the above stated "Principal Sum" together with any advances hereinalter 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. NOW, THEREFORE in consideration of the premises and of said indebtadness 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 Mortgages or its successors or assigns may advance to the Mortgages. before 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 stiputations herein contained, the Mortgagor does hareby grant, bargain, salt 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 Mortgages, its successor and assigns forever, togither with all the improvements now or hereafter erected on the real estate and all easements. rights, privileges, tenements, apportenances, rents, royalties, mineral, oil and gas rights, water, water rights and water stock and all fixtures now or herealier attached to the real estate, all of which the privileges, tenements, apportenances, rents, royalties, mineral, oil and gas rights, water, water rights and water stock and all fixtures now or herealier attached to the real estate, all of which the real estate the real 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" The Mortgagor covenants with the Mortgagee ther the Mortgagor is lawfully serced in tee simple of the Real Estate and has a good right to sell and convey the Real Estate as alloresaid, that the Real Estate are alloresaid, that the Real Estate are alloresaid. Estata is free of all encumbrances, except as stated herein and the Mortgagor will warrant and forever defend the fille to the Real Estate unto the Mortgagee against the lawful claims of all persons The Mortgage is junior and subordinate to that certain Mortgage if stated above as "First Mortgage", and if so, recorded as stated above and if assigned as recorded as stated above an the County Probate Office where the land is situated (hereinsiter called the "First Mortgage"). It is specifically agreed that in the event dealuit should be made in the payment of principal, intrest or any other sums payable under the terms and provisions of the First Mortgage, the Mortgagee shall have the right without notice to anyone, but shall not be obligated, to pay part of all of whatever amounts may be due under the terms of the First Mortgage, and any and all payments so made shall be added to the debt secured by this Mortgage and the Debt (including all such payments) shall be immediately due and payable, at the option of the Mortgages, and this Mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgages the following information (1) the amount of indebtedness secured by such mortgage. (2) the amount of such indebtedness that is unpaid. (3) whether any amount owed on such indebtedness is or has been in arrears. (4) whether them is or has been any default write respect to such mortgage or the indebtedness secured thereby, and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgages may request Mortgagor(s) agree(s) that all of the provision printed on the reverse side hereof are agreed to and accepted by Mortgagor(s) and constitute valid and enforceable provisions of this Mortgage IN WITNESS WHEREOF, the undersigned Mortgagor(s) has (have) elecuted this instylement on the data first writing shove (SEAL) DEAVOOR (SEAL) ACKNOWLEDGEMENT STATE OF ALABAMA SCOUNTY OF JEFFERSON I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that _ David L. Deavours and wife, Vicki S. Deavours whose name(space) signed to the foregoing conveyance, and whose known to me, acknowledged before me on this day that, being informed of the contents of

the Y ____ executed the same voluntarily on the date the same bears date.

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 tiens which may attain priority over this Mortgage (hereinafter jointly called "Liens"), when imposed legally 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 pay 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 meschief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Morigages, 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 delivered to and held by the Mortgages until the Debt is paid in (ul). The original insurance policy and all replacements therefor must provide that they may not be cancelled without the insurer giving at least ten days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgages, 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 returned premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgages and without notice to any person, the Mortgages may declare the entire Debt due and payable and this Mortgages and without notice to any person, the Mortgages may be toraclosed as hereinalter provided, and, regardless of whether the Mortgages declares the entire Debt due and payable, the Mortgages may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such leaser 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 Morigages, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent, by the Mortgages for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagor 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 Mortgages until paid at the rate of interest provided for in the Promissory Note. The Mortgagor agrees to pay promptly when due the principal and interest of the Debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the Dabt, the Mortgagor helpby assigns and pledges to the Mortgagos, the following described property rights, claims, rents, profits, issues and revenues:

1 All rents, profits, issues, and revenues of the Real Estate from time accruing, whether under lesses or tenancies now existing or hareafter 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 award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in tieu of the exercise of the power of eminent domain, shall be paid to the Mortgages. The Mortgages 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 Mortgages's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and altorney's feet, on the Debt in such manner so the Morigages elects, or, at the Morigages's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repetr or restors 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 unanforceable provision has never been contained herein. If enactment 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 hareunder.

The Mortgagor agrees to keep the Resi Estate and sit improvements located thereon in good repair and further agrees not to commit waste or permit impairment or deterioration of the Rest 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 Mortgagee's prior written consent, excluding (a) the creation of a ken 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 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 Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is salistactory to Mortgages and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgages shall request.

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 shall be waived, altered or changed except by a written instrument signed by the Morigagor and signed on behalf of the Morigagee by one of its duly authorized representatives.

After default on the part of the Morigagor, the Morigagos, upon bill filled or other proper legal proceedings being commenced for the foreclosure of this Morigago, shall be entitled to the appointment by any compalent court, without notice to any party, of a receiver for the renta, issues 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.

Upon request of Mortgagor (separately or severally, if more than one). Mortgages, at Mortgages's option prior to release of this Mortgage, may make future advances to Mortgagor (separately or everally, if more than one). Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating 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 renewels thereof and edvances and any interest due on such extensions, renewals and advances) and all other indebtedness secured hereby and relimburees the Mortgagee for any amounts the Mortgages 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 false 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 sum paid by the Mortgages under the authority of any provision of this Mortgage. (4) the Debt, or any part thereof, remains unpaid at malurity. (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 liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the liens 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 lax lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the supulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgage 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 or of all or a substantial part of such Mortgagor's essats, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy. (c) fail, or admit in writing such Mortgagor's inability, generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of, or consent to, or default in priswering a patrition lifed against such Mortgagor in any bankruptcy, reorganizing, or insolvency proceedings; or (10) an order for relief or 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 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 Mortgagos, 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 this Mortgages shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, 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 Mortgage shall be subject to foreclosed as now provided by law in case of past-due mortgages. be authorized to take possession of the Real Estate and, aftergiving 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, a 1 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 a reasonable stigringy's fee, second, to the payment of sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable stigringy's fee, second, to the payment of sales. 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 Debi and interest thereon, whether the same shall or shall not have fully matured at the date of said, but no interest shall be collected beyond the day of said and any unearned; 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 Real 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 than Mortgages may elect. The Mortgages agrees to pay atticosts, including reasonable attorney's less, incurred by the Mortgages in collecting or securing or extempting to collect or secure the Debt 2 any part thereof, or in defending or attempting to defend the priority of this Mortgage against any tien or encumbrance on the Reef Estate, unless this Mortgage is herein expressly made subjecting any such lien or encumbrance; and/or 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 competents. jurisdiction. The full amount of such costs incured by the Mortgaged shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sate 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 suctioneer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Mortgagor 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 Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

*Staphen Trimmler, 1986, All Rights Reserved

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

EXHIBIT "A"

Lot 79, according to the survey of the Second Addition to Scottsdale, as shown by plat recorded in Map Book 7 Page 118 in the Probate Office of Shelby County, Alabama.

1987 JUL 30 PM 12: 06

JUDGE OF PROBATE

1. Deed Tax

2. Mtg. Tax

3. Recording Fee.

4. Indexing Fee

TOTAL