

This instrument was prepared by:

NAME The First National Bank of Tuscaloosa

ADDRESS P. O. Box 2028

Tuscaloosa, Al. 35403

SOURCE OF TITLE Deed

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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THE STATE OF ALABAMA }  
Shelby County }  
PECCALOOSA COUNTY }

## **MORTGAGE**

Know all men by these presents: That whereas, the undersigned,

COLLINS REALTY CO., Inc.

..(hereafter called "mortgagor")

has become justly indebted to The First National Bank of Tuscaloosa

in the sum of One Hundred Six Thousand and No/100..... Dollars

as evidenced by one promissory note of even date herewith bearing interest as stated in said note, the said principal and interest to be payable at The First National Bank of Tuscaloosa as follows:

This indebtedness shall be repaid in accordance with the terms of the promissory note of even date herewith and any renewals and extensions thereof or advances made to mortgagor.

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures of not only said indebtedness, but all other sums advanced to protect the security of this mortgage; the performance of the covenants and agreements herein contained, all other amounts hereinafter set out, any future loans or advances, with interest thereon, and any renewal or renewals of note or notes for present or future indebtedness.

COLLING PENNIV CO. Inc.

(herein called "mortgagor") does hereby Grant, Bargain, Sell and Convey unto the said First National Bank of Tuskaloosa, its successor(s) and assigns, the following described real estate situated in Tuscaloosa County, Alabama, to wit:

### Shelby

✓ Collins Realty

Lot 45 Jameswood-Second Sector, as recorded in Map Book 11, at Page 108, in  
the Probate Office of Shelby County, Alabama

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures  
for heating and lighting now or hereafter installed therein by the mortgagor.

**174** **8** TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in  
anywise appertaining unto the said mortgagee and assigns, forever. And said mortgagor hereby covenants that mortga-  
gor is seized in fee and possessed of said property and that mortgagor has a good right to convey the same as aforesaid;  
that said property is free from all encumbrances and that mortgagor will warrant and forever defend the title thereto  
against the lawful claims of all persons whomsoever.

**174** **8** THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is  
to say:

1. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees  
to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or  
accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien,  
which might take precedence over the lien of this Mortgage, to accrue and remain on said premises, or any part thereof,  
or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of  
the security given by this instrument.

2. The Mortgagor agrees to pay all taxes that may be assessed upon said property or upon the Mortgagee's interest  
therein or upon this mortgage or the moneys secured hereby, any law to the contrary, notwithstanding. Upon any vi-  
olation of this undertaking, or the passage of any law imposing upon the Mortgagor the payment of any part of the taxes  
aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid  
is legally inoperative, then, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immedi-  
ately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

3. The Mortgagor agrees to keep any and all improvements on said property insured against fire with extended  
coverage insurance in companies satisfactory to the Mortgagee for not less than One Hundred Six Thousand  
and No/100 Dollars; loss, if any, payable to the Mortgagee as Mortgagee's  
interest may appear under Standard Mortgage clause without contribution, and to deposit said insurance policies, premium  
paid, with the Mortgagee. In case of loss and payment by an insurance company, the proceeds of all such insurance policies  
shall be applied, at the Mortgagee's election, on the indebtedness secured hereby or in rebuilding or restoring the property.

4. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or  
assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest  
of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might  
become liens superior to the lien of this mortgage, or fails to pay the items hereafter provided in Paragraph 9, the Mort-  
gagee may at its option insure said property and/or pay said taxes, assessments, debts, liens and/or charges, or any item  
secured hereby, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt  
to the Mortgagee additional to the debt hereby specially secured, shall be also secured by this Mortgage, shall bear legal  
interest from date paid or incurred, and shall be immediately due and payable, if the Mortgagee elect to declare it so, and  
the Mortgagee may take any appropriate action at law or in equity for the collection of the items listed herein, or may  
pursue any other remedy provided in this instrument or do both simultaneously, and in case the Mortgagee employs an  
Attorney to collect any item listed herein or in Paragraph 9, the Mortgagee shall recover of the Mortgagor a reasonable  
Attorney's fee therefor.

5. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured,  
shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any  
past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other  
liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity  
of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such  
taxes, debts, liens, or charges.

6. But this conveyance is made upon the following conditions: If the Mortgagor shall well and truly pay, discharge  
and satisfy the following indebtedness, all of which are secured hereby: (1) the indebtedness recited hereinabove and  
all other sums, with interest thereon, advanced to protect the security of this mortgage; (2) all pre-existing loans or ad-  
vances, as they become due and payable; (3) contemporaneous loans or advances; (4) all future loans or advances made  
before the full settlement, payment or foreclosure of the entire indebtedness secured by this mortgage; (5) any debts  
to Mortgagor for which the Mortgagor is jointly or severally liable with a third party, or is secondarily liable to Mort-  
gagee as surety or endorser; (6) any advances or payments by Mortgagee to satisfy or pay in whole or in part any debt  
owed to a senior mortgagee upon the property described herein; (7) all indebtedness of the Mortgagor, not directly to the  
Mortgagee, but to a third party by whom it has been transferred, assigned, endorsed to or otherwise acquired by  
Mortgagee or his assignee, and (8) all indebtedness to or advances made by any assignee of Mortgagee, prior or sub-  
sequent to the date hereof, including all pre-existing debts and future loans; and if Mortgagor shall do and perform  
all acts and payments to be done and performed by the Mortgagor under the terms and provisions of this mortgage,  
then this conveyance shall be and become null and void.

7. But if the Mortgagor shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, according to the terms thereof, or fails to pay any installment, principal and/or interest, when the same is above promised to be paid, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property become endangered by reasons of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in the county where said real property is located, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in said County, and, upon payment of the purchase money, the Mortgagee, or any person conducting said sale for the mortgagee, is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

8. The proceeds of said sale shall be applied: First to the expenses of advertising and selling, including reasonable Attorney's fees; Second, to the repayment of any money with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable Attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

9. All expenses incurred by the Mortgagee, including Attorney's fees, in compromising, adjusting, or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

10. The undersigned waives all right of exemption as to personal property under the laws of Alabama or of any other State or of the United States as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable Attorney's fee to the Mortgagee, should the Mortgagee employ an Attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the debt secured hereby.

11. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste to be committed on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

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12. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, all the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to the Mortgage, and the Mortgagee may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a Receiver; but the Mortgagee shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder but may at any time terminate the same. Any rents, income and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, the cost of necessary repairs, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

13. During the existence of this mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the mortgaged property, or any part thereof, without the written permission or consent of the Mortgagee, the Mortgagee may, at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with the interest thereon, and any other charge against said property under the terms of this mortgage, due and payable, and upon such declaration this mortgage shall be subject to immediate foreclosure.

14. All covenants, conditions, and agreements herein contained shall extend to and bind the Mortgagor's executors, administrators, heirs and assigns, and shall inure to the benefit of the Mortgagee's legal representative and assigns, and wherever the context hereof so requires or admits all references herein to the Mortgagor in one number shall be deemed to extend to and include the other numbers whether plural or singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set Mortgagor's hand and seal on this the 22nd

day of February, 1988.

WITNESS

COLLINS REALTY CO., Inc.

BY: James E. Collins (L. S.)

As its President

(L. S.)

THE STATE OF ALABAMA }  
TUSCALOOSA COUNTY }

[INDIVIDUAL(S)]

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

whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ known to me acknowledged  
before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same volun-  
tarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_

Notary Public in and for Alabama.

THE STATE OF ALABAMA }  
TUSCALOOSA COUNTY }

[CORPORATE]

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

whose name as \_\_\_\_\_ President \_\_\_\_\_ of the \_\_\_\_\_ Collins Realty Co., Inc.

a corporation, 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, he as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.

Given under my hand this 22<sup>nd</sup> day of February, 1988

*Merle J. More*  
Notary Public in and for Alabama.  
My Commission Expires Feb. 11, 1991

1. Deed Tax \$ 100  
2. Mtg. Tax 159.00  
3. Recording Fee 10.00  
4. Indexing Fee 10.00  
TOTAL 170.00

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 MAR-9 PM 2:20  
*John P. Johnson*  
JUDGE OF PROBATE