Thirty Two Thousand Five Hundre (Profit of Street South BIRMINGHAM, ALABAMA Thirty Two Thousand Five Hundre (Profit of Street South S		REGULAR MORTGAGE	<u> </u>
1215 28th Street South	This instrument w	s prepared by	
1215 28th Street South Strate of Alabama Street South Strate of Alabama Jefferson Jefferson Jefferson Jefferson Jefferson Jefferson Jefferson Jefferson Jefferson Jerry Swafford and wife, 1215 28th Street South Street South Street South Jefferson	Name)	-/ Cary S. Olehan, P.C.	
STATE OF ALABAMA COUNTY Jefferson Jerry Swafford and wife, Denise Swafford Thereinsfer called "Mortpagors", where one or more) are justify indebted to, Investors Trust, Inc. 1215 28th Street South BIRMINGHAM, ALABAMA Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South BIRMINGHAM, ALABAMA Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South Dollars Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South BIRMINGHAM, ALABAMA Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South Dollars Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South Dollars Thirty Two Thousand Five Hundred Post Trust, Inc. 1215 28th Street South Dollars Thirty Two Thousand Five Hundred Thirty Moltar Street Two Thousand Five Hundred Thirty Dollars Thirty Two Thousand Five Hundred Thirty Dollars Thirty Two Thousand Five Hundred Thirty Two Thousand Five Hundred Thirty		1215 28th Street South	-
Jerry Swafford and wife, Denise Svafford and wife, Denise Svafford and wife, Investors Trust, Inc. 1215 28th Street South BIRMINGHAM, ALABAMA Sum of 32339.67 I, executed by: PROMISSOR Thirty Two Thousand Five Hundred Thirty South Street South Dollars (S			 .
Thirty Two Thousand Five Hundred	STATE OF ALAE	AMA) KNOW ALL MEN BY THESE PRESENTS: That Whereas,	
Thirty Two Thousand Five Hundred		Jerry Swafford and wife,	
(hereinster called "Mortpagors", where one or more) are justly indebted to. Investors Trust, Inc. 1215 28th Street South BIRMINGHAM, ALABAMA Thirty Two Thousand Five Hundred Thirty and Thousand Five Hundred Thirty (\$2339.87], executed by: PROMISSORY hirty Two Thousand Five Hundred Thirty Note executed of Pyrandre herewith in the sum of Dollars (\$3239.87] plus simple interest the ground for and installments in the amount of \$2359.87] plus simple interest the ground for at the part of 18 % per annum shall be seven the first of the street of 18 % per annum shall be seven to the street of the st			
Thirty Two Thousand Five Hundred Perintity Called Thousand Five Hundred Thirty Dollars Thirty Two Thousand Five Hundred Perintity Called Thousand Five Hundred Thirty Note executed 86 feyen date herewith in the sum of Dollars The EHR 18 % per annum shall be payable in one monthly installment in the amount of \$ 32539.87) plus simple interest the gran, from monthly installment in the amount of \$ 32539.87) plus simple interest the gran, from monthly installment in the amount of \$ 32594.87 STEEL SOUTH and installments in the amount of \$ 24.40 beginning on the TITS STEEL SOUTH and on the same day of each month thereafter until paid in full, payable at: or at such other place or places as the owner or holder hereof may from time to time designate. And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. NOW THEREFORE, in consideration of the premises, said Mortgagors, Jerry Swafford and wife, Deniale Swafford and all others executing this mortgage, do hereby grant, bargain, sall and convey unto the Mortgagee the following described real extrate, situated in Shelby County, State of Shelby Shella D. Swafford and Deniale Swafford are one and the same. 90 11 and when this is a second mortgage it is further understood and agreed that, in the event the mortgagor falls to pay the interest and principal on said drist mortgage according to its turms, the mortgage herein or the assigns, are hereby authorized at their election to pay said interest and principal and its interest and principal and the mortgagor fall to pay the interest and principal and the mortgagor fall to pay the interest payable and the mortgagor fall to pay the interest payable and the interest payable and the interest payable and the interest and principal and should the mortgager label to pay the interest payable and the terms become out, th	(hereinafter called	"Mortgagors", where one or more) are justly indebted to, Investors Trust, Inc.	6 8)
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And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. NOW THEREFORE, in consideration of the premises, said Mortgagors, Jerry Swafford and wife, Denise Swafford and wife, Denise Swafford and wife, County, State of state, situated in Alabame, to-wit: See attached legal Sheila D. Swafford and Denise Swafford are one and the same. Output Swafford and Denise Swafford are one and the same.	and ir	tallments in the amount of \$ \frac{524.02}{29th Street South	
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other transfer of any kind or nature of the more sumptioner will assume any shortage. This mortgage may be paid in full at any time of the an escrow analysis will be conducted and assumptioner will assume any shortage. date with a six month penalty pay off interest charge. The mortgager agrees not to permit, commit, or suffer waste, impairment or deterioration of said property or any part thereof, and upon the	on said first morphise or any Manual the country other in cribed shall be considered and the country of the cou	part thereof, and the mortgagor hereby agrees to refund on demand the sum or sums so paid with interest thereof at the same part thereof, and the mortgagor hereby agrees to refund on demand the sum or sums so paid shall be considered a part of the debt hereby secured and this mortgage shall stand as security thereforum; said sums so paid shall be considered a part of the debt hereby secured and this mortgage shall stand as security therein mortgagor fail to pay the interest or the principal secured by said first mortgage or fail to comply with any of the terms here reby secured may, at the option of the mortgage, or assigns, he declared due and payable and this mortgage subject to fored lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the mortgage in shall secure not only the principal amount hereof and the real estate herein sebtedness due from the mortgagors to the mortgagee, whether directly or acquired by assignment, and the real estate herein security for such debts to the total extent even in excess thereof of the principal amount thereof, ecurity for such debts to the total extent even in excess thereof of the principal amount thereof, as authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the sale, lesse authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the sale, lesse authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the sale, lesse authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the sale, lesse authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the sale, lesse authorized to declare, at its option, all or any part of such hereof.	for, ein set closure, tgagors, n des- or umed, are due

failure of the mortgagor to keep the property in good condition or repair and maintenance, the mortgages may deman the immediate repair of said property or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of 30 days shall constitute a Breech of this mortgage and at the option of the mortgages, immediately mature the entire amount of principal and interest hereby secured and the mortgages immediately and without notice may institute proceedings to foreclose this mortgage. In the case of refusal, neglect or inability of the mortgagor to repair and maintain said property, the mortgages may at its option, make such repairs or cause the same to be made, and advance money in that behalf, and its

The within mortgage is second and subordinate to thiat certain prior mortgage as recorded in Vol. _____, at Page _____, in the Office of the Judge of Probate of Jefferson County, Alabama. In the event the within mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the mortgages herein may, at its option declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure, and shall bear interest from the date of default. The mortgagee herein may, at its option, make, on behalf of mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within mortgages on behalf of mortgagor shall become a debt to the within mortgages, or its assigns, additional to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by the within mortgagee, or its assigns, and shall be at once due and payable, entitling the within mortgagee to all of the rights and remedies provided herein, including, at mortgagee's option, the right to foreclose this mortgage.

If a scheduled installment payment is 10 days late, a late charge of 5% of the overdue installment will be charged but not less than 50 cents nor n late charge. more that \$100.4 Commissioners and region and project and regions except as stated above.

To Have you'de Hold the above granted property unto the said wortgages, Mortgages's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortagese may at Mortages's option pay off the same; and further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgages, with loss, if any, payable to said Mortgages, as Mortgages's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgages; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgages, then the said Mortgages, or assigns, may at Mortgages's option insure said property for said sum, for Mortgages's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgages for taxes, assessments of insurance, shall become a debt to said Mortgages or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgages, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgages or assigns for any amounts Mortgages may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgages or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpoid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lies or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgages, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or an masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale; First, to the expense of advertising, selling and conveying, including attorneys fees after default and referral to an attorney, not a salarled employee of the creditor; Second, to the payment of any amounts that may have been expanded, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, 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 or sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgage, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgages or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed said fee to be part of the debt hereby secured. Interest shall accrue from the date of default or other above, stated instance at the rate stated in the instrument or 12%. Jerry Swafford and wife, Denise Swafford,

ve hereunte set the ignature s	and seal, thi	28th day of	MARCH	19 <u>1988</u>
CAUTION IT IS IMPORTANT THAT	YOU THOROUG	GHLY READ THIS C	CONTRACT BE	FORE YOU SIGN IT"
	(ler	no Swads	ord	(SEAL)
	Jerr	Swafford		(SEAL)
	Day	ice Dwall	and	(SEAL)
	Den1	se Swafford		
<u> </u>				(SEAL)
E STATE OF ALABAMA				
	COUNTY			<u>က</u> သ
THE UNDERSIGNED	<u> </u>	, a Notary Pu	blic in and for s	aid County, in said State
reby certify that		<u> </u>	<u></u>	E-2- (
Denise Swaffo	conveyance and	who STE knows to	me ocknowledge	d before me on this day.
S ATA:d to the ferencing	conveyance and	who <u>STB</u> knows to	me acknowledge cluntarily on the	day the same bears date
hase name <u>S BT</u> Rigned to the foregoing nat being informed of the contents of the conv	conveyance, and they	- executed the same vi	DINUISELLY ON THE	F 7
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nose name	conveyance, and they havethey county}	My Commission	Expries:	Notary Public. 3
Given under my hand and official seal to the STATE OF	conveyance, and reverse they county)	My Commission who is known to me,	Expries:	Notary Public. 3
Given under my hand and official seal to the STATE OF	conveyance, and reyance	My Commission who is known to me, ch officer and with ful	Expries:	Notary Public. 8/24/89 sold County, in said State of the same voluntarily
Given under my hand and official seal to the STATE OF	conveyance, and reyance	My Commission who is known to me, ch officer and with ful	Expries:	Notary Public. 8/24/89 sold County, in said State of the same voluntarily

GARY S. OLSHAN
ATTORNEY AT LAW
SUITE 203 HIGHLAND RHODES BUILDING
1211 28TH STREET SOUTH
BIRMINGHAM, ALABAMA 35205

MORTGAGE DE

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SURFACE RIGHTS ONLY TO:

PARCEL 33:
Commence at the Northwest corner of Section 35, Township 24 North, Range 15
East, Shelby County, Alabama, and run thence North 90 deg. 00' 00" East along
the North line of said Section 35 a distance of 162.46 feet to a point of
beginning; thence continue along last described course a distance of 435.00
feet to a point on the West bank of Shack Branch slough on Lay Lake; thence
South 6 deg. 05' 09" East along said slough a distance of 40.77 feet to a
point; thence South 28 deg. 18' 27" East continuing along said slough a
distance of 55.91 feet to a point; thence North 90 deg. 00' 00" West a distance
of 404.00 feet to a point; thence North 34 deg. 33' 39" West a distance of
109.00 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., Reg. No. 9049, dated April 8, 1986.

CIMIE GEALA, CHELEY INC. I CERTIEM INFO I TOTAMENT AND I LLC.

88 HAR 31 AM/1: 58

2003E OF FRUBATE

1. Dend Tax

2. Mig 1ax

4. Recording fee 7.50

4. Indexing fee 1.00

TOTAL

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