This Instrument Prepared By: Larry Kizziah, Attorney at Law

REAL ESTATE MORTGAGE

	TIERE COINTE	mon and	-			
	STATE OF ALABAMA			PRECOMPUTED		
	Jefferson COUNTY		· ·			
	THIS INDENTURE MADE AND ENTERED Into on this the20th	day of	June	19 <u>88</u> , by and between		
	the undersigned,Lillian Edwards, unmarried and I	ottie Pow	ell en unmer:	ied women		
	as parties of the first part and United Companies Mortgage of Alabama, Inc., a corporation, organized and existing under the Laws of					
	the State of Alabama, as party of the second part.					
	WITNESSETH:					
	WHEREAS, we, the said parties of the first part, are justly indebted to said party of the second part in the sum of <u>Nine-</u>					
	Thousand Four-Hundred Thirty-One and 31/100			<u></u> (\$ 9,431.31)		
	as evidenced by our promissory note of even date herewith, payable to the					
	consecutive monthly installments of \$130.99 each, an	nd a final payn	nent of \$_131.02	; the first installmen		
200	is due	stallments are ty and for atto	due on the same da rney's fee and cour	ay of each month thereafter. Saint costs, if placed in the hands of		
	AND WHEREAS, we, the said parties of the first part, are anxious above described, with the interest thereon, as the same becomes of consideration of the sum of One Dollar (\$1.00) to us cash in hand parties of the first part, do hereby gradeness.	iue and payab aid by the part	ie, and for the pur ty of the second pa	rt, the receipt of which is hereb		
<u>5</u>				, State of Alabama, to-wi		
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800K	See Exhibit "A"					
	See Exhibit A					
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including also stoker, water heater and all heating, plumbing and lighting fixtures, doors and window screens, storm windows or sashes, shades and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD the property above described, together with all and singular the rights, privileges, tenements, appurtenances and improvements unto the said party of the second part, and unto its successors and assigns forever. And We, the said parties of the first part do hereby covenant and represent unto the said party of the second part, its successors and assigns, that we are lawfully

seized in fee of the property above described, and that the property is free from all encumbrances except _

Reliable lecurity:

we have a good and lawful right to sell and convey the same as aforesaid, that we will warrant and defend the title to the same forever against the lawful claims and demands of all persons whomsoever. And we, the said parties of the first part, further do covenant and agree that we will pay all taxes due and to become due on the property above described, all assessments for street or other improvements and keep the buildings thereon insured against loss by wind, storm, or fire in some good and solvent fire insurance company acceptable to second party and in an amount sufficient to cover this indebtedness, or such other sum as may be agreed upon between the parties, with the loss, if any, payable to the said party of the second part as its interest may appear; and if at any time we fail to pay and keep up said taxes, assessments for street or other improvements and insurance as agreed, the said party of the second part, its successors or assigns, are hereby authorized to do so and to charge the amounts so expended to us, which shall become and be a part of this mortgage and a charge of lien upon the property above described.

Subject to the party of the second part request, we, the said parties of the first part shall pay to the party of the second part on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonable estimated initially and from time to time by party of the second part on the basis of assessments and bills and reasonable estimates thereof.

BUT THIS COVENANT IS UPON THIS CONDITION: That if we, the said parties of the first part, pay or cause to be paid, to the party of the second part, our promissory note above described, with interest and attorney's fee thereon as the same becomes due and payable, and shall keep up the said taxes, assessments for street or other improvements and insurance as agreed, then this covenant is VOID.

BUT ON OUR FAILURE to pay our said Promissory Note above described, with the interest thereon as the same becomes due and payable, or on our failure to pay the said taxes, assessments for street or other improvements, and insurance as agreed, then, or in any one of these events, the said party of the second part, its successors, assigns, agents or representatives, are hereby authorized to declare the entire indebtedness due, and take possession of the property above described (or without taking such possession) and after giving three weeks notice of the time, place and terms of sale, by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash, in front of the Courthouse door of said County, and may execute title to the purchaser, or purchasers, and devote the proceeds of said sale to the payment; First, of the expense of advertising, selling and conveying, including attorney's fee and other reasonable cost of foreclosure, whether under the power of this mortgage or by Bill of Foreclosure out of the Chancery Court; Second, of the amount with interest that may be due on our said promissory note above described, together with any amounts that may have been expended by the said party of the second part, its successors and assigns, in the payment of taxes, assessments for street or other improvements, and insurance as agreed, with (interest at the highest legal contract rate) on said payments from their dates; and Lastly, if there sould be any surplus of said proceeds, the same is to be turned over to us, the said parties of the first part.

We, the parties of the first part, hereby waive all of our homestead exemption, dower, or curtesy rights, and all and every other right or exemption which we have or may have under the constitution and laws of the State of Alabama to have the above described property or any other property which we now own or may hereafter own, exemption from sale hereunder or levy and sale under legal process, it being the true intent and meaning of this waiver of exemption to subject the property we now own or may hereafter own, to the payment in full of the principal and interest of the above described promissory note or our obligation set forth in this mortgage.

IN THE EVENT OF A SALE under the power conferred by this mortgage, the said party of the second part, its successors or assigns, shall have the right, and it is hereby authorized to purchase said property at such sale. And should such property be sold under this mortgage, the Auctioneer making such sale, is hereby empowered and directed to make and execute a deed to the purchasers of same.

Parties of the first part agree that no delay or failure of the party of the second part to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any part or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidence in writing signed by all parties hereto.

Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a 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, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request.

UNITED GENERAL TITLE INSURANCE COMPANY

Commitment No:

Exhibit "A"

Policy No:

SCHEDULE C

The land referred to in this Commitment/Policy is described as follows:

A part of the north half of Lot 1 of Block A of Micherson's addition to Missaure as recorded in Map Book 3, pages 61 and 69, in the Probate Office of Shelby County, Alabama, more particulary described as follows: Begin at the northwest corner of Lot 1 of Block! A of said subdivision; thence run easterly along the North Boundary line of said Lot 1 of Block A for 82.1 feet; thence turn an angle of 81 degrees 55 manutes to the right and run southeasterly 64.15 feet; thence turn an angle of 70 degrees 13 minutes 30 seconds to the right and run southwesterly turn an angle of 70 degrees 13 minutes 30 seconds to the right and run southwesterly \$9.56 feet, more or less, to a point on the west boundary line of lot 1 of 81.0ck A of said Subdivison; thence run Northerly along the West Boundary line of 81.0ck A of 82.0ck A for 110.1 feet to the point of beginning.

Lielian Edwards

Latte Dewell

	at have becomes out their bonds or	od seals this the day and date first above				
IN WITNESS WHEREOF, the said parties of the first p						
written.	Gilliam Est	Quesands(SEAL)				
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Z	Lottie Powell	(SEAL)				
STATE OF ALABAMA	200010 10	•				
COUNTY						
I, the undersigned authority, in and for said County a	nd State, hereby certify thatL1	llian Edwards unmarried and				
Lottie Powell, unmarried		<u></u>				
t have named are signed to the foregoing conveyance, and	no are known to me, acknowledged	before me on this day that, being informed				
high the contents of the conveyance, they executed the same	voluntarily on the date the same be	ears date.				
		3-7-				
⊋ -		Notary Public				
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爱TATE OF ALABAMA						
盒 COUNTY	•					
	, a Notary Public in and for said county and in said state, hereby certify					
1,	1,, a Notary Public III and for sold county and the					
that, whose name as, whose name as, a corporation, is signed to the forgoing conveyance, and w						
					known to me, acknowledged before me on this date th	
with full authority, executed the same voluntarily for and	as the act of said corporation.					
Given under my hand and official seal this		19				
My commission expires		Notary Public				
STATE OF ALA. I CERTIF INSTRUMENT	THIS 1. Deed lex	T -				
I CERTIF	WAS FILL: 2. Mtg. Tax					
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	1 miles for					
JUDGE OF	FROBATE	35.35				

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