	Ł A B A M A)		
Shelby Shelby	COUNT.Y) : .	F 4 1 7	
•	, '	MORTGAGE	
3900442	1277 (Interest i	Bearing Loan)	
This indenture is m	ade and entered into this	16 day of Tuller	10 00 hu and
between Melvin T. Tol	bert and wife Brenda F.	Tolbert (becales free	called Whostoppoch whether
one or more) and Old Stone	e Credit Corporation of Ala.,	an Alabama corporation (herein	after called "Montgages").
	. Tolbert and wife Brend		
	f Thirty Nine Thousand Do		
	s evidenced by that certain pr		
	hich has a final maturity date		
Now, therefore, In	consideration of the premises	, and to secure the payment o	f the debt evidenced by said
note and any and all ext said debt and on any an	ensions and renewals thereof, od all such extensions and re	or any part thereof, and all	Interest payable on all of
thereon, including any of	extensions and renewals and t	he interest thereon. Is here	inafter collectively called
"Debt") and the complianc	ie with all the stipulations he	rein contained, the Mortogoor	does hereby grant, hacgain.
Alabama (sald real estate	Mortgagee, the following desc being hereinafter called "Rea	l Estate"):	" Sherpy County,
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Contract the second section in the		•	
See Exhibit A Att	ached		• .
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a/k/a Rt 1 Box	: 376		
a/k/a Rt 1 Box Calera A	L 35040	1	7 .
The state of the s			
	Γ	•	1
Together with all t	the rights, privileges, tenemo	ents, appurtenances and fixtu	res appendaining to the Real
Estate, all of which shall	I be deemed Real Estate and co	oveyed by this mortgage.	
convenants with the Morte	the Real Estate unto the Mort gages that the Mortgagor is is	rgagee, its successors and ass wfully selzed in fee simple (ligns torever. The Mortgagor of the Real Estate and has a
good right to sell and c	convey the Real Estate as afor	esald; that the Real Estate	is free of all encumbrances,
	forth herein, and the Mortgag , against the lawful claims of		defend the title to the Real
	mlor and subordinate to the fo	· -	
. 1. Mortgage from _	NA		
**** NA		dated NA	and recorded
	 		
in <u>NA</u>	Book NA	, at page NA	in the Probate Office
of NA	County, Alabama.	, at page NA	in the Probate Office
The Mortgagor hereb to the Mortgagee the fol- amount of such Indebtedne arrears; (4) whether there thereby; and (5) any other	County, Alabama, by authorizes the holder of an lowing information: (1) the ess that is unpaid; (3) whether is or has been any default or information regarding such	ny prior mortgage encumbering amount of indebtedness secure or any amount owed on such including with respect to such mortgage mortgage or the indebtedness	in the Probate Office the Real Estate to disclose ed by such mortgage; (2) the debtedness is or has been in or the indebtedness secured secured thereby; and (5) any
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The Mortgager heret to the Mortgager the following arrears; (4) whether thereby; and (5) any other other information regard from time to time. The Mortgager expression of the sum payable under such prior mortgage, the anyone, by paying whatever good standing; and any are or the highest rate permote this mortgage. Any payable; and, if such and this mortgage shall be in the provisions hereof. For the purpose of assessments, and other is default is made in the same; (2) keep the Real factory to the Mortgagee by a fire insurance polymortgagee, as its interevalue of the improvement; may be in a lesser amount and held by the Mortgagee at the following old. Stone Credit Correctly insurance now or hereafter in the election of the Mortgager to the Mortgager's rail rights to return present the election of the Mortgager's rail rights to return present the election	County, Alabama. by authorizes the holder of an lowing information: (1) the ess that is unpaid; (3) whether is or has been any default or information regarding such ing such mortgage or the independent of the terms and provisions of the terms and the terms of the terms, which is not paid in full immed the terms are the terms, or any the terms of the terms, or any the terms are the terms and the terms of the terms, or any the terms are the terms and the terms are the terms and the terms are the terms are the terms and the terms are the terms are the terms and the terms are the terms and the terms are the terms are the terms and the terms are the terms	ny prior mortgage encumbering amount of indebtedness secur- or any amount owed on such in- with respect to such mortgage mortgage or the indebtedness betedness secured thereby which hould be made in the payment of the prior mortgage or mortgage to be obligated to, cure such the terms of such prior mortgage her with interest thereon at the ver is less, shall be added ee, with interest thereon, silately by Mortgagor, then, at late foreclosure in all respect of the Debt, the Mortgagor acids mortgage (hereinafter Join part thereof, the Mortgagor, in such manner and with such coverage endorsement, with it to be in an amount at least unless the Mortgagee agrees in licy and all replacements the uil. The insurance policy must days prior written notice to the term of the Debt each of improvements, or any part the each and every such policy, do any premiums paid on such any person, the Mortgage may be clares the entire Debt due and this mortgage may be clares the entire Debt due and the obligated to, insure tragage may wish) against such cost of collecting same). It is mortgage, and shall bear in month, or the highest rate.	in the Probate Office the Real Estate to disclose ad by such mortgage; (2) the debtadness is or has been in or the indebtadness secured secured thereby; and (5) any the Hortgagee may request of principal, interest or any estisted above or any other default, without notice to age so as to put the same in the rate of 1-1/2% per month, to the indebtadness secured hall be immediately due and the option of the Mortgagee, its as provided by law and by the called "Liens"), and it at its option, may pay the companies as may be satisforther perits usually covered sos, if any, payable to the equal to the full insurable artifung that such insurance rator, shall be delivered to st provide that it may not be of such cancellation to the including but not limited to hazard insurance, including and every policy of hazard hereof, together with all the including but not limited to hazard insurance, including and as specified above then y declare the entire Debt due to foreclosed as hereinafter and payable and this mortgage the Real Estate for its form the repairing or reconstructing the Real Estate for its form the number of the payable and this mortgage the Real Estate for its form the payable and this mortgage the Real Estate for its form the number of the payable and this mortgage the Real Estate for its form the payable and this mortgage than the payable and this mortgage the Real Estate for its form the payable and this mortgage than the payable than the payabl

Subject to the rights, if any, of the holder of any prior mortgage set forth above, the Mortgagor hereby assigns and piedges to the Mortgagee as further security for the payment of the Debt the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafer 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 appurtenant 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 lieu of the exercise of the power of eminent domain. The Mortgages is hereby authorized on behalf of, and in the name of, the Mortgages may apply all such sums so received, or any part thereof, after the payment of all the Mortgages's expenses, including court costs and attorneys' fees, on the Debt in such manner as the Mortgages elects, or, at the Mortgages's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they

now are, reasonable wear and tear excepted.

Notwithstanding any other provisions of this mortgage or the note evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgages, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or fallure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a walver 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 may be walved,—altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee'by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, 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 condition, however, that if the Mortgagor pays the Debt (which Debt Includes the Indebternéss evidenced by the promissory note referred to hereinbefore and any and all extensions and renewals thereofiand all interest on said indebtedness and on any and all such extensions and renewals) and relaburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens, amounts in default under any prior mortgage or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, Jhis 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 Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of ilen is filed against the Real CEstate, 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 lien on which such statement is based); (7) Heavy law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or Spermitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court t competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a empleceiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) wall, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due. Bd) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking expeorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filled against such Mortagor in any bankruptcy, reorganization 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 ilquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or ilquidator of any 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 Mortgages, the unpaid balance of the Debt (which includes principal and accrued interest) 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 pastdue mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days 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 sail the Real Estate in front of the courthouse door of said county, at 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 reasonable attorney's fees (provided, however, that such attorney's tees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fee shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, amounts in default under any prior mortgage or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) 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 of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgages may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. 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 it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salarled employee of the Mortgagee; provided, however, that no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to 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 competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale 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 auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a good and sufficient deed to the Real

Estate.

or makers of this mortgage, whether one or more of other entitles. All covenants and agreements here representatives, successors and assigns of the units to the Mortgage that I have to	nate the undersigned shall be construed to refer to the maker satural persons, corporations, associations, partnerships or ein made by the undersigned shall bind the heirs, personal endersigned; and every option, right and privilege herein the benefit of the Mortgagee's successors and assigns. For has (have) executed this instrument on the date first
Chist. Da.	Melven L- Laller
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ACKNOWLEDGM	ENT FOR INDIVIDUAL(S)
•	
STATE OF ALABAMA) Shelby COUNTY)	
. whose	county in said state, hereby certify that Melvin T. Tolbert name(s) is (are) signed to the foregoing instrument, and who
is (are) known to me, acknowledged before me on 1	this day that, being informed of the contents of said instru-
ment,t he vexecuted the same voluntarily on the day Given under my hand and official seal, this _	the same bears date. 16th Aday of July, 1988
Given under my hand and official seal, illis _	,
	(ALK)
	Notary Public
90	My commission expires:
PAGE.	3-01-90
	NOTARY MUST AFFIX SEAL
195	
~ i	
>	•
ACKNOWLED	CHENT FOR CORPORATION
STATE OF ALABAMA)	
COUNTY)	
t the understaned authority. In and for sal	d county in said state, hereby certify that
r, me under signed burner ray in each con-	corporation, is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this day to	corporation, is signed to the toregoing instrument, and that, being informed of the contents of said instrument, he as same voluntarily for and as the act of said corporation.
•	Notary Public
•	My commission expires
•	
	NOTARY MUST AFFIX SEAL
This instrument prepared by:	
Tracy Lopresti	
3940 Monticiar Road	
Birmingham, AL 35213	· ·
	•

and

EXHIBIT A

Commence at the NW corner of the SW 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 13 East; thence North 88° 00 minutes 25 seconds East along the 1/4-1/4 line for a distance of 516.00 feet; thence South 1° 59 minutes 20 seconds East for a distance of 210.00 feet; thence North 88° 00 minutes 25 seconds East for a distance of 210.00 feet; thence South 1° 59 minutes 20 seconds East for a distance of 24 feet to the point of beginning; thence continue South 1° 59 minutes 20 seconds East for a distance of 682.80 feet; thence North 87° 58 minutes 45 seconds East for a distance of 610 feet, more or less, to a point on the East line of the SW 1/4 of said Section; thence run North 1° 52 minutes 40 seconds West a distance of 350 feet, more or less, to a point which is 766.13 feet North of the Southeast corner of said 1/4-1/4 section; thence North 85° 56 minutes 30 seconds East for a distance of 35.93 feet to a conditional line; thence North 4° 30 minutes 30 seconds West along said conditional line for a distance of 311.32 feet; thence South 88° 00 minutes 25 conds West for a distance of 634.83 feet to the point of beginning. ALSO right of ingress and egress over the East धु40 feet of the following described tract of land: 是Commence at the NW corner of the SW 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 13 East; thence North 88° 00 minutes 25 seconds East along the 1/4-1/4 line for a distance of 516.00 feet; thence South 1° 59 minutes 20 seconds East for a distance of 210.00 feet; thence North 88° 00 minutes 25 seconds East for a distance of 210.00 feet; thence South 1° 59 minutes 20 seconds East for a distance of 24 feet to a point; thence continue South 1° 59 minutes 20 seconds East for a distance of 682.80 feet; thence North 87° 58 minutes 45 seconds East for a distance of 294.69 feet to the point of beginning; thence South 7° 27 minutes 40 seconds East for a distance of 392.02 feet; thence North 88° 16 minutes East for a distance of 170.91 feet; thence North 87° 27 minutes East along the chord of a curve with a radius of 3747.92 feet for a distance of 106.81 feet; thence North 1° 52 minutes 40 seconds West for a distance of 375 feet, more or less, to a point which is 419.9 feet North of the Southeast corner of said 1/4-1/4 section; thence South 87° 58 minutes 45 seconds West a distance of 350 feet, more or less, to the point of <u>beginning.</u>

SINTE OF ALA. SHILLS!

88 JUL 20 AM 10: 32

JUDGE OF PROBATE

1. Deed Tax \$

2. Mtg. Tax

3. Recording Fee 1000

4. Indexing Fee

TOTAL