ALABAMA CENTRAL CREDIT UNION 3601 - 8TH. AVE. SOUTH BIRMINGHAM, ALABAMA 35201

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THIS INSTRUMENT PREPARED BY: _

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HomeLine

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ALABAMA CENTRAL CREDIT UNION	25001	·
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Mongagories		Social Committee Green Committee Com
Date Mortgage Executed: August 23, 1988 Maturity D	ate: August 23, 2008	
20,733.40	·	
Sherry is Situated: Sherry Courter	n/a	_{page} _n/a_
County Where the Property is Situated:	gage was Assigned in)" (hersinalter referred to be
First Mortgage Recorded In entered total this day as stated above as "Date Mortgage Exe	cuted," by and between any	The second secon
about etered "Principlet Sum" together v	ill's any advances hereinafter provided, lawful more	h the entire Debt, if not sooner
WHEREAS, said Mortgagor, is justly indebted to Mortgages in the above stated interest as provided therein to indebtedness is evidenced by a Promissory Note of even date herewith which bears interest as provided therein indebtedness in order to secure promised, due and payable on the above stated "Maturity Date." NOW, THEREFORE, in consideration of the premises and of said indebtedness and in order to secure promised and THEREFORE, in consideration of the premises and of said indebtedness and in order to secure promised. NOW, THEREFORE, in considerations and renewals thereof, or of any part thereof, and any other amounts are considered.	and which is payable some according to the terms and	stipulations contained in said
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FOR TRIMMIER AND ASSOCIATES, P.C. 2737 Highland Avenue, Birmire 25205

interest in and to any premiums paid on such hazard insurance, including all rights to returned premiums. If the Mortgagor fails to keep the Reat Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as hereinalter provided, and, regardless of whether the Mortgagee declares the entire Debt due and payable, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less bost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent , by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable without demand upon or notice to the Mortgagor, to the Mortgagee and 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 Mortgagee 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.

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As further security for the payment of the Debt, the Mongagor hereby assigns and pledges to the Mongages, 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 hereafter created, reserving to the Mortgagor, so long as

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 (nereinalter 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 Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgages, as its interest may appear; such insurance to be in i 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 full. 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 Mortgages. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in elfact which insures said. improvements, or any part thereof, logether 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

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 sate of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee 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 attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee'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 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, itlegal or unenforceable 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 unanforceable 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 remedias permitted

- Park NEED - Land Company of the approximation (1997) The Mortgag or agrees to keep the Real Estate and all improvements located thereon in good repair and further agrees not to commit waste or permit impairment or deterioration of the Real 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 Mortgagoe's prior written consent, excluding (a) the creation of a lien or encumbrance abordinate to this Mortgagoe (b) the creation of a curchase money excluding that the creation of a curchase money excluding the creation of a curchase money excluding that the creation of a curchase money excluding the creation of a curchase money excluding that the creation of a curchase money excluding the curchase 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 its 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, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer. Mortgagee 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 satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

The Mortgagor agrees that no delay or failure of the Mortgages to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgages's right to exercise such option, gither 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 Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgagoe, upon bill filled or other proper legal proceedings being commenced for the foreclosure of this Mortgago, 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 المن المنظم ا المنظم المنظ 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 severally, 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 renewals thereof and advances and any interest due on such extensions, renewals and advances) and all other indebtedness secured hereby and reimburses 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) delault is made in the due performance of any covenant or agreement of the Mortgagor I 🖊 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 maturity; (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encombrance; (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 machanics and materialmen (without regard to the existence or nonexistence of the debt or the lien and 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 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 of competent jurisdiction; (9) Mortgagor 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 assets, (b) be adjudicated a bankrupt or insolvent or life 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. (a) 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 answering a petition filed 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 liquidator 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 Mortgagee, 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 the Mortgages shall cta be authorized to take possession of the Real Estate and, after giving 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 is located, to sell the Real Estate is no tront 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, converting the Real distate and foreclosing this mortgage, including a reasonable attorney's feet second, to the payment of any amounts that have been spent, or that it may then be necessar, to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt and interest thereon, 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 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 therapt. At the foraclosure sale the Real Estate may be offered for sale and sold as a whole without that offering it in any other manner or may be offered for sale and sold in any other manner the Mortgages may elect. The Mortgages agrees to pay all costs, including reasonable attorney's fees, in corts by the Mortgages 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 sen 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 incured by the Mortgagee shall be a part of the Oebt 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, to the event of a sale hathunder, the Mortgages, or the owner of the Debt and Mortgages, or auctioneer, 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 curtosy 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 convenants 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 Mortgages, shall inure to the benefit of the Mortgages's successors and assigns.

*Stephen Trimmier, 1966, All Rights Reserved.

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

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EXHIBIT "A"

A PART OF THE NE 1/4 OF SW 1/4 OF SECTION 4. TOWNSHIP 18, SOUTH, AND BEING MORE PARTICULARLY DESCRIBED; AS FOLLOWS: OF WAY THE MOST NORTHERLY RIGHT! POINT WHERE OF WAY THE MOST WESTERLY RIGHT INTERSECTS #41 MIGHNAY NORTHWESTERLY IN A THENCE RAILROAD. DISTANCE OF SAID RAILROAD RIGHT OF WAY ! OF A DISTANCE THE LEFT 24' TO DEGREES DISTANCE OF 50.00 RIGHT A TO THE THENCE 98 DEGREES 24 A DISTANCE OF 98 DEGREES 24' TO THE LEFT THENCE BI DEGREES 36' TO THE LEFT 'A DISTANCE OF 66.05 FEET THENCE 48 DEGREES 051 ROAD. ABONDONED TO THE CENTER OF AN OLD TO THE RIGHT AND ALONG CENTER LINE OF OLD ROAD AIDISTANCE 89.20 FEET, THENCE 6 DEGREES 40' TO THE LEFT AND ALONG THE CENTER LINE OF OLD ROAD A DISTANCE OF 126.65 FEET TO THE MOST NORTHERLY RIGHT OF WAY OF HIGHWAY #41. THENCE 117 DEGREES 38' TO THE LEFT AND ALONG SAID RIGHT OF WAY A DISTANCE OF 215.75

THURMAN ISBELL

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INSTRUMENT WAS FILLE

88 SEP -7 AH 10: 35:

JUDGE OF PROBATE

1. Dead Tax \$

2. Mtg. Tax

3. Recording tee 7.50

4. Indaving

TOTAL 2.50