

This instrument prepared by:

WOOLDRIDGE & MALONE, P.C.
2510 8th Street
Tuscaloosa, Alabama 35401

880

SOURCE OF TITLE Deed

BOOK _____ PAGE _____

BOOK _____ PAGE _____

Subdivision	Lot	Plat Bk	Page
Q	S	T	R

THE STATE OF ALABAMA }
Shelby COUNTY }

MORTGAGE
HOME EQUITY LOAN
(Open End, Future Advance, Due of Sale)

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned, _____
Segail I. Friedman, a married woman
has become justly indebted to ALABAMA CREDIT UNION of Tuscaloosa, Alabama ("Mortgagee"), pursuant to an
open-end line of credit for an initial advance of Thirty-Seven Thousand Two Hundred
Eighty-Eight and 15/100 ----- (\$37,288.15) ----- Dollars, and
for all FUTURE ADVANCES, provided, however, that the maximum indebtedness at any one time shall not exceed
Fifty Thousand and No/100 ----- (\$50,000.00) ----- Dollars,
which said FUTURE ADVANCES Mortgagee is obligated to make pursuant to the terms and conditions of that certain
HOME EQUITY LOAN AGREEMENT, contemporaneously entered into by and between Mortgagors and Mortgagee
herein, the terms and conditions of which are hereby incorporated by reference.

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NOW, THEREFORE, in consideration of the premises and in order (i) to secure the payment of all indebtedness of
Mortgagors to Mortgagee incurred pursuant to the HOME EQUITY LOAN AGREEMENT, including, without limitation,
the said initial advance and any and all FUTURE ADVANCES made by Mortgagee pursuant to said AGREEMENT,
including any renewals or extensions of same, (ii) to secure the payment of all other indebtedness, now or hereafter owed,
by Mortgagors, or any of them, to Mortgagee, not incurred pursuant to said AGREEMENT, except that Mortgagors'
home shall not secure any such other indebtedness incurred for personal, family, or household purposes, and (iii) to
secure compliance with all of the stipulations contained in said AGREEMENT and contained herein, the said _____
Segail I. Friedman, a married woman
("Mortgagors") do hereby grant, bargain, sell and convey unto said Mortgagee the following described real estate situated
in Shelby _____ County, State of Alabama, to wit:

See Attached Exhibit "A"

This is to certify that the above described property is not the
homestead of Mortgagor or the spouse of Mortgagor.

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(s).

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

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(s) 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(s), 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(s) 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 violation of this undertaking, or the passage of any law imposing upon the Mortgagee(s) 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 immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

3. The Mortgagor(s) agrees to keep any and all improvements on said property insured against fire with extended coverage insurance in companies satisfactory to the Mortgagee(s) for not less than the amount of indebtedness hereby secured any future loans or advances, and any existing indebtednesses secured by the subject real property ~~XBMMXX~~ loss, if any, payable to the Mortgagee(s) as Mortgagee's interest may appear under Standard Mortgage clause without contribution, and to deposit said insurance policies, premium paid, with the Mortgagee(s). 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(s) 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(s) 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 Mortgagee(s) 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(s) shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee(s) additional to the debt hereby specially secured, shall be also secured by this Mortgagee, shall bear legal interest from date paid or incurred, and shall be immediately due and payable, if the Mortgagee(s) elect to declare it so, and the Mortgagee(s) 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(s) employs an Attorney to collect any item listed herein or in Paragraph 9, the Mortgagee(s) shall recover of the Mortgagor(s) a reasonable Attorney's fee therefor.

5. No failure of the Mortgagee(s) 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(s); and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee(s) 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(s) to procure such insurance or to pay such taxes, debts, liens, or charges.

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

7. But if the Mortgagor(s) 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(s) 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(s) 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(s) without notice; and the Mortgagee(s) 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(s), or any person conducting said sale for the mortgagee(s), is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Mortgagee(s) 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(s) 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(s). 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(s) 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(s), should the Mortgagee(s) employ an Attorney to collect the same. The Mortgagor(s) 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(s) will neither commit nor permit waste to be committed on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee(s) may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor(s) remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

12. If the Mortgagor(s) 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 Mortgagee, and the Mortgagee(s) 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(s) 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(s) 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. 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 reference herein to the Mortgagor(s) 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.

14. Upon the voluntary or involuntary sale, transfer, or change of ownership of the mortgaged property, or any part thereof, without the written consent of Mortgagee(s), the Mortgagee(s) may declare the entire indebtedness and charges secured by this mortgage due and payable, and upon such declaration this mortgage shall be subject to immediate foreclosure.

IN WITNESS WHEREOF, the Mortgagor(s) we hereunto set our hand(s) and seal(s) on this the

8th day of September, 1988

WITNESS

Segail I. Friedman (L.S.)
Segail I. Friedman

..... (L.S.)

..... (L.S.)

..... (L.S.)

THE STATE OF ALABAMA }
TUSCALOOSA COUNTY }

[INDIVIDUAL(S)]

I, Robert V. Wooldridge, III, a Notary Public in and for said County and State, do hereby certify that Segail I. Friedman, a married woman

whose name(s) 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, she executed the same voluntarily on the day the same bears date.

Given under my hand(s) this 8th day of September, 19 88

My Commission Expires 12/11/89

Robert V. Wooldridge III
Notary Public in and for Alabama.

THE STATE OF ALABAMA }
COUNTY }

[CORPORATE]

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

whose name as _____ of the _____

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 _____ hand(s) this _____ day of _____, 19 _____

My Commission Expires _____

Notary Public in and for Alabama.

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Exhibit "A"

A portion of the West 1/2 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4; Section 9, Township 24, Range 15 East, Shelby County Alabama, more particularly described as follows: Begin at an iron pin at the Northwest corner of the West 1/2 of the SE 1/4 of said Section 9 run thence along the West line of said eighty; South 4 deg. 10 min. East, 2688.7 feet to the Southwest corner of said eighty; thence North 86 deg. 30 min. East, 1234.7 feet to a creek; thence North 38 deg. West 124 feet; thence North 1 deg. West, 204 feet; thence North 45 deg. 10 min. East 247 feet; thence North 31 deg. 40 min. East, 369 feet; thence North 71 deg. 50 min. East, 203 feet; thence North 20 deg. 30 min. West, 64.7 feet to a road; thence North 52 deg. 10 min. West, 388 feet; thence North 49 deg. 5 min. West, 1790 feet; thence North 37 deg. 15 min. West, 367.5 feet to point of beginning; being situated in Shelby County, Alabama.

Less and except any part of subject property lying within Shelby County Highway No. 47 and Shelby County Highway No. 145.

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP 13 AM 9:22

Thomas A. Shuler, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<i>Exempt</i>
3. Recording Fee		<u>12.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>13.50</u>