

State of Alabama

Mortgage

PLA Case No.
011:3120025

581

The State of Alabama,
SHELBY County. } ss:

Know All Men by These Presents:
That whereas the undersigned

W. KEITH JACKSON and wife, FRAN E. JACKSON

, of the City of Alabaster, County of Shelby, party of the first part (hereinafter called the Mortgagor),

and State of Alabama has become justly indebted unto GULF AMERICAN, INC.

, a corporation organized and existing under the laws of Texas

, party of the second part (hereinafter called the Mortgagee), in the full sum of NINETY-ONE THOUSAND TWO HUNDRED NINETY-TWO AND NO/100

Dollars (\$ 91,292.00)

money lent and advanced, with interest at the rate of 8.42 per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of Gulf American, Inc.,

1903 Herman Drive
in Houston, Texas 77004

, or at such other place as the holder

may designate in writing, in monthly installments of SIX HUNDRED NINETY-SIX AND 79/100 Dollars (\$ 696.79), commencing on the first day of July

19 89, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 20 19.

Whereas the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

Now, Therefore, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due the said Mortgagor does hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot 19, according to the survey of Olde Towne Forest, Second Addition, as recorded in Map Book 12 page 85 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

- Building setback line of 30 feet reserved from Olde Towne Circle as shown by plat.
- Public utility easements as shown by recorded plat, including 5 foot easement on Southerly and 10 foot through the rear portion of lot.
- Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 134 page 209 in Probate Office of Shelby County, Alabama.
- Easement to Alabama Power Company and South Central Bell as shown by instrument recorded in Real 224 page 581 in Probate Office of Shelby County, Alabama.
- Mineral and mining rights if not owned by Grantor.

The proceeds of this loan have been applied to the purchase price of the property described hereon.

SEE EXHIBIT "A" MORTGAGE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

INITIALS

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.

To Have and to Hold the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that we are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

This form is used in connection with mortgages insured under the one-to-four family provisions of the National Housing Act which require a One-Time Mortgage Insurance Premium payment including section 203(b) and (f) in accordance with regulations for those programs.

Previous Editions Are Obsolete

BOOK 241 PAGE 879

This Mortgage is Made, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(II) interest on the note secured hereby;

(III) amortization of the principal of said note; and

(IV) late charges

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments and insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on the subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquired the property otherwise after

default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor 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, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon 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 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.

7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

DEED OF TRUST/ VENDOR'S LIEN/ MORTGAGE RIDER

This Rider, dated May 25, 1989 amends the Deed of Trust/ Vendor's Lien/Mortgage of even date by and between the undersigned and Gulf American, Inc., by addition of the following provision:

The Holder of the Note shall, with prior approval of the Federal Housing Commission, or his designee, declare all sums secured by this Deed of Trust/Vendor's Lien/Mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of the law) by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 (if the property is not the principal or secondary residence of the mortgagor/grantor not later than 24) months after the date on which the Deed of Trust/Vendor's Lien/Mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF the undersigned has set his hand and seal the day and year first aforesaid.

W. Keith Jackson (SEAL)
W. Keith Jackson
Fran E. Jackson (SEAL)
Fran E. Jackson

Signed, sealed and delivered
in the presence of

[Signature]
Notary

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED

89 JUN -8 AM 9:07

[Signature]
JUDGE OF PROBATE

BOOK 241 PAGE 883

3/89
Due on Sale Rider (Alabama)
FHA Mortgage letter 89-6

1. Deed Tax \$
2. Mtg. Tax 136.95
3. Recording Fee 12.50
4. Indexing Fee 2.00
TOTAL 151.45