

The true consideration of this instrument is \$70,000.00, the remaining being interest and other miscellaneous charges.

THE STATE OF ALABAMA
JEFFERSON COUNTY

¹³⁷
MORTGAGE

THIS MORTGAGE, made and entered into on this, the 13th day of September, 1989, by and between

LEWIS C. WHEELER and wife, SANDRA D. WHEELER

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of Seventy Thousand and No/100 (\$70,000.00)-----Dollars,

with 12.5% interest from date, variable at Union State Bank, Birmingham, Alabama Base Rate plus 2.0% evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all interest thereon matures and is payable on the _____ day of _____,

19____, or in monthly installments of \$ _____ each, commencing on the _____ day of _____, 19____, and on the _____ day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

Lot 36, according to the Survey of Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, in the Probate Office of Shelby County, Alabama.

The purpose of this loan is for business.

SUBJECT TO: That certain mortgage from Lewis C. Wheeler and Sandra D. Wheeler to Mortgage-America, Inc., filed for record November 20, 1986 and recorded in Real 101, Page 205 and refiled in Real 107, Page 1 and last assigned to Duval Federal Savings and Loan Association by Real 205, Page 36 in the Probate Office of Shelby County, Alabama.

BOOK 257 PAGE 638

Union State Bank

This instrument prepared by C. Wayne Glasscock, Vice President, Union State Bank, Birmingham, Alabama.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

I CERTIFY THIS INSTRUMENT WAS FILED

89 SEP 21 PM 3:00

(L. S.)

Lewis C. Wheeler

(L. S.)

Lewis C. Wheeler

(L. S.)

Sandra D. Wheeler

(L. S.)

Sandra D. Wheeler

THE STATE OF ALABAMA
JEFFERSON COUNTY

the undersigned

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

Lewis C. Wheeler

and wife, Sandra D. Wheeler

whose name/names are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on the 13th day of September, 1989

nty. tax - 105.00
Rec. 5.00
Ind. 3.00
Cert. Stamp 1.00
114.00

Michelle Barker
Notary Public

THE STATE OF ALABAMA
JEFFERSON COUNTY

MY COMMISSION EXPIRES MARCH 14, 1992

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

that _____ and _____

whose name(s) as _____ and _____

respectively, of _____, a corporation, is/are signed to the foregoing conveyance and

who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under _____ and seal on the _____ day of _____