3730

AMERICA'S FIRST CREDIT UNION 1200 4th Avenue North Birmingham, Alabama 35203

STATE OF ALABAMA
COUNTY OF JEFFERSON

Form 4007

MORTGAGE

ROBERT L. COPUS JR.	ndgegee's Address:	1200 4th Aven	ue North, Birmine	<u>tham. Alabama :</u>	35203	<u> </u>	<u> </u>
Interplat Sum: \$ 9,000,000. Maturity Date: October 15,1994 Maturity Date: Maturity Date: October 15,1994 Maturity Date: Maturity Date: Maturity Date: October 15,1994 Maturity Date: Maturity						 -	
Included Sum: \$						<u> </u>	
SEE PAGE III (EXHIBIT "A" FOR LEGAL DESCRIPTION IN MORTAGE (In make and interest line) too this day as stated above as "Table Mortage Was Assigned in				Maturity Date: _	October	15 , 19 <u>9</u> 4	
This Montgage Recorded in	numb. Where the Proper	ty is Situated: SH	ELBY	SEE PAGE	III (EXHIBIT "A') FOR LEGAL!	DESCRIPTION
NIXT MORTRAGE, made and entered five on this day as stated above, as "One Mortgage backders," by and entered in the above stated "Mortgage". WITNESSETH: WHEREAS, said Mortgagor, is justly indebted to Mortgages in the above stated "Mortgage flam" together with any entered as provided therein and which is popular in the above stated "Mortgage flam" together with any entered as provided therein and which is popular in the state and the livered dates, which indefinitedness is endomined by a Frontescry flow or state the state that the mortgage of the assault accordance in the state, which indefinitedness is endomined by a Frontescry flow or state the state that the mortgage of the assault accordance in the state of the state o	mt Mortagne Recorded	in N/A	page N/A	First Mortgage w	vas Assigned in	N/A	page N/A
WITHERES, said Mortgagor, is justly bridebted to Mortgages in the above stated "Principal Seen" together with any advances hereinster provided, in the sunful money or located states, which Indebtodess is evidenced by a Promissory Note of even date herewith which beans bidress as provided thereins and which in against in accordance in the stems, with the error British (in closure paid, closure and epopuls) on the above stated "Machino Delet." NOW, TREREPORE, in consideration of the permisses and of said indubtedness and in order to secure premipered of the same scording to the terms and stigues. Now, TREREPORE, in consideration of the permisses provided and provided the same state of the same provided in the same	THIS MORTGAGE, made 6	and entered into on this	day as stated above as "C	ete Mortgage Executed",	, by and between the a	bove stated "Mortgago	r(s)" (hereinsfier
WHEREAS, said Mortgapor, is justly briebited to Mortgages in the above stated "Principal Sun" together with any advances hereinshire provided, in the sunful month of states, within Indibitations is evidenced by a Promissory Note of evan date herewith which bears interest as provided therein and which is people in accordant in the starms, with the series being in closence paid, one and populsion in the above stated "Marting Date". NOW, THEREFORE, in consideration of the premises and of said indibitations and in order to secure prempt payment of the same according to the surrea and stokes in the provided of the same according to the surrea and stokes in the provided in succession of the part and stokes and the series of the same according to the surrea and stokes the surread of the same according to the sa		hether one or more) and	2 ILM STOOMS STATED WOLLD				
s United States, which indebtedness is evidenced by a Promissory rice of event user an extensive state of the same according to the sterms and signate. NOW, PIERPFORE, in consideration of the premises and of said indebtedness and in order to accura prompt payment of the same according to the terms and signate. NOW, PIERPFORE, in consideration of the premises and of said indebtedness and in order to accura prompt payment of the same according to the terms and signate. NOW, PIERPFORE, in consideration of the premises and of said indebtedness and in order to accura prompt payment of the same according to the	-		W	TNESSETH:			
The phoripager covenants with the Moripages that the Moripager is levelly solited in fee simple of the Neel Estate as for soliticate as discreased; that the Real Estate is fee of all encountrences, except as stated herein, and the Mortpager and in over defend the tills to the Real Estate in the Moripages against the lawful claims of all persons, except as otherwise herein provided. This Moripage is junder and subcordinate to that certain Moripage is stated above as "Fast Moripage", and if so, recorded as stated above and if assigned us record that do not not be obligated, by the state of the state of the provisions of the Fast Moripage, and any and at expensive the fast and the provisions of the Fast Moripage, and any and at cayments on the payment of principal, interest or any other sums payable under the terms and provisions of the Fast Moripage, and any and at cayments so made state in the payment of principal, interest or any other sums payable under the terms and provisions of the Fast Moripage, and any and at cayments so made state in the dots discounted by the Moripage and the Debt (finching) at such payments) shall be immediately due and payable, of the option of the Moripages, and the Moripage and the Debt (finching) at such payments) shall be immediately due and payable, of the option of the Moripages, and the Moripage and the subject to foreclosure in all respects as provided by lew and by the provisions hereof. The Moripager hereby surfortices the holder of any prior moripage encumbering the Real Estate to disclose to the Moripages the following information: (1) the amount of such indebtedness is not hadeledness is on has been in a respect to such moripage encumbering the Real Estate to disclose to the Moripages the following information: (1) the amount of such indebtedness secured thereby and indebtedness is on has been any default with respect to such moripage encumbering the Real Estate to disclose to the Moripages the following information: (1) the smooth of the Moripages and the such and the	e United States, which indetent its terms, with the entire NOW, THEREFORE, in contained in said Promissory signs may advance to the inewals and advances or an ollectively called "Debt") and state described in "Exhibit "A TO HAVE AND TO HOLD state and all easements, right ereafter attached to the real ereafter attached to the real ereafter.	Debt, if not sooner paid naideration of the premise Note and any and all ex Mortgagor before the party part thereof (the aggree compliance with all the "and situated in the country the real estate unto the hts, privileges, tenements estate, all of which, inc	y a Promissory Note of ever d, due and payable on the ses and of said indebtednes trensions and renewals then syment in full of said Mortg egate amount of such debt estipulations herein contains ounty stated above. Mortgages, its successor s, appurtenances, rents, roy cluding replacements and ac- ferred to as "Real Estate" a	above stated "Maturity Das and in order to secure eof, or of any part there age indebtedness, and a including any extensions ed, the Mortgagor does and assigns forever, togualties, mineral, of and good shall be conveyed by	e prompt payment of the of, and any other amount additional interest the renewals, advances a hereby grant, bargain, the improvement water, water deemed to be and remethis Mortgage.	he same according to the interest that the Mortgages and interest due thereored and convey unto the evenents now or hereaf rights and water stock ain a part of the real ex	he terms and stipulation its successors or any such extensions in the hereinafter of Mortgages, the real and all fixtures now state covered by this
ACKNOWLEDGEMENT STATE OF ALABAMA COUNTY OF SHELBY I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that ROBERT L. COPUS. JR., A MARRIED MAN whose name(s) 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 said conveyance,he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this	tated above in the County F	Probate Office where the					
ROBERT L. COPUS JR. ROBERT L. COPUS JR. (S) ACKNOWLEDGEMENT STATE OF ALABAMA COUNTY OF SHELBY I, the undersigned authorfty, a Notary Public, in and for said County in said State, hereby certify that ROBERT L. COPUS. JR., A MARRIED MAN whose name(s) 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 said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 6th day of October 1989 My commission expires: Mars G. Cagle	nyone, but shall not be oblided to the debt secured be derigage, shall be subject to The Mortgagor hereby andebtedness secured by such whether there is or has be indebtedness secured the Mortgagor screes that all of	igated, to pay part or all by this Mortgage and the provisions of Page (2) the ambeen any default with refereby which the Mortgage (3) the provisions on Page	ns payable under the terms I of whatever amounts may a Debt (including all such p acts as provided by law and any prior mortgage encumb count of such indebtedness spect to such mortgage or gee may request from time II & III are agreed to and	be due under the terms ayments) shall be immed by the provisions hered being the Real Estate to that is unpaid; (3) whether the indebtedness secure to time.	of the First Mortgage, sately due and payable, of. disclose to the Mortgane her any amount owed of thereby; and; (5) any	and any and all payme, at the option of the Mage the following information regards other information regards	ents so made shall be cortgaged, and this nation; (1) the emous or has been in arresteding such mortgage
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For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, fines and other sens which may attain priority over this Mortgage (hereinafter 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 Mortgagee, 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 perlis 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 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 Mortgager hereby assigns and pledges to the Mortgages, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together 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 interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor falls to keep the Real Estate insured as specified above then, at the election of the Mortgages and without notice to any person, the Mortgages may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgages 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 cost 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, and shall be secured by the lien of this Mortgage, and shall bear interest from the date of payment by the Mortgages 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.

As further security for the payment of the Debt, the Mortgagor hereby assigns and piedges to the Mortgagee, 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 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, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgager to execute and deliver valid acquittances for, or appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee'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 conflicts 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, liegal, or unenforceable in any respect, such invalidity, liegality, or unenforceability shall not affect any other provision hereof: this Mortgage shall be construed as if such invalid, liegal 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 unenforceable according to its terms, Mortgagee, at its option, may require the immediate payment in full of all sums secured by this mortgage and may invoke any remedies permitted hereunder.

The Mortgagor 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 Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance 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 law 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 fallure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver 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 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 Mortgages, upon bill filled or other proper legal proceedings 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 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 relimburses the Mortgagee for any amounts the Mortgagee 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 nut and void. But it: (1) any warranty or representation made in this Mortgage is breached or proves talse 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 Mortgages 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 tien or encumbrance; (8) any statement of the in filed against the Real Estate, 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) 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 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 of competent jurisdiction; (9) Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or significant thereof 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) fell, 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, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency taw. (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, reorganization or insolvency proceedings; or (18) 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 fleat 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, the option of the Mortgages, 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 Mortgagee shall 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 tiree consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell 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, setting and conveying the Real Estate and foreclosing this mortgage; including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, sens 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 the party or parties appearing of record as the owner of the Real Estate at the time of 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 thereof. 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 may be offered for sale and sold in any other manner the Mortgages may elect. The Mortgagor agrees to pay all costs, including reasonable attorney's fees, 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 Mortgages, or the owner of the Debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Mortgagor walves all rights of homestead exemption in the Real Estate and relinquishes all rights of curtesy 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 covenants 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 Mortgagee, shall hurs to the benefit of the Mortgagee's successors and assigns.

C. Stephen Trimmler, 1988, All Rights Reserved

NOTE TO CLERK OF COURT: Mortgages certifies that if at any point this mortgage 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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PAGE III "EXHIBIT A"

This legal description is to be a part of that mortgage executed by the undersigned mortgagors, ROBERT L. COPUS, JR., A MARRIED MAN

In favor of America's First Credit Union on the date this same bears date and is hereby incorporated therein.

> LOT 1, ACCORDING TO THE MAP AND SURVEY OF NAVAJO HILLS, 7TH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 95, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALA-BAMA.

MINERAL AND MINING RIGHTS EXCEPTED. SITUATED IN SHELBY COUNTY, ALABAMA.

THIS PROPERTY IS NOT THE HOMESTEAD OF ROBERT L. COPUS, JR. OR HIS SPOUSE.

89 OCT 17 AMII: 19

JUDGE OF PROBATE

1. Deed Tax NO TAX O	QLLECTED
2. Mtg. Tax	\$ 750
4. Indexing Feo	S. 200
6. Certified Samp Fee	
Total	\$ /2.50

ROBERT L. COPUSIJA.			Date: 10-6-89
ROBERT L. COPUS JA.	Mortgagor		Date:
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