

THIS INSTRUMENT PREPARED BY: DEBORAH B. HARRIS

DR 2275

NAME UNION MORTGAGE COMPANY, INC.

ADDRESS 120 SUMMIT PKWY., SUITE 206
BIRMINGHAM, AL 35209

MORTGAGE —

2644246

1403

State of Alabama

COUNTY } Shelby

Know All Men By These Presents, that whereas the undersigned Dorothy L. Lykes, a widowed woman
justly indebted to Black Construction

in the sum of Six-thousand-ninety-one and 80/100-----DOLLARS

evidenced by a home improvement retail installment contract of even date and whereas it is desired by the undersigned to secure prompt payment of said
indebtedness when the same falls due, now therefore in consideration of the said indebtedness and to secure the prompt payment of the same at maturity

the undersigned, do, or does, hereby grant, bargain, sell and convey unto the said BLACK CONSTRUCTION

(hereinafter called Mortgagee) the following described real property situated in Shelby

County, Alabama, to wit

From the Northwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 20S, Range 3 West,
thence run east along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 764.73 ft.;
thence turn right an angle of 60 deg. 44 min. for a distance of 188.03 ft.; thence turn
right an angle of 29 deg. 50 min. for a distance of 104.35 to a point of beginning; thence
turn left an angle of 90 deg. 00 min. for a distance of 104.35 ft.; thence turn right
an angle of 90 deg. 00 min. for a distance of 208.71 ft., thence turn right an angle of
90 deg. 00 min. for a distance of 104.35 ft.; thence turn right an angle of 90 deg.
00 min. for a distance of 208.71 ft. to point of beginning. This parcel containing $\frac{1}{2}$ acre,
located in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County,
Alabama.

Maximum principal indebtedness
for Tennessee recording tax
purpose is \$ 4,000.00

The principal indebtedness is \$4,000.00.

Said property is warranted free from all incumbrances and against any adverse claims

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever and for the purpose of further securing the payment of said
indebtedness, the undersigned agrees to pay all taxes or assessments when legally imposed upon said premises, and should default be made in the payment
of same said Mortgagee has the option of paying off the same and to further secure said indebtedness, if required by the Mortgagee the undersigned agrees
to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in
companies satisfactory to the Mortgagee with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear and promptly to deliver
said policies, or any renewals of said policies to said Mortgagee and if undersigned fail to keep said property insured as above specified or fail to deliver
said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the
policy, if collected to be credited on said indebtedness less cost of collecting same all amounts so expended by said Mortgagee for taxes, assessments
or insurance, shall become a debt to said Mortgagee additional to the debt hereby specially secured, and shall be covered by this mortgage.

Upon condition, however, that if said Mortgagor pays said indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have
expended for taxes, assessments and insurance then this conveyance will be null and void, but should default be made in the payment of any sum expended
by said Mortgagee or should said indebtedness hereby secured or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest
of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt
hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form
and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement
is based then in any one of said events the whole of said indebtedness, less unearned charges hereby secured shall at once become due and payable and
this mortgage will be subject to foreclosure as now provided by law in case of past due mortgages and the said Mortgagee shall be authorized to take
possession of the premises hereby conveyed and with or without first taking possession after giving thirty (30) days notice by publishing once a week for
three consecutive weeks the time, place and terms of sale in some newspaper published in said County and State to sell the same in lots or parcels or en
masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds
of said sale. First to the expense of advertising, selling and conveying including a reasonable attorneys fee not exceeding fifteen percent (15%) of the unpaid
debt after default, where the original amount financed exceeds three hundred dollars, if this contract is referred for collection to an attorney not a salaried
employee of the holder. Second to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying
insurance, taxes, or other incumbrances. Third, to the payment of said indebtedness in full whether the same shall or shall not have fully matured, at the
date of said sale, but the cost shall be collected beyond the day of sale; a _____ the remainder, if any, to be turned over to the Mortgagor; and

the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent or attorney in fact.

If all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the mortgage and home improvement retail installment contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this mortgage and the home improvement retail installment contract. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this mortgage.
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law.
- (d) leasing the property for three years or less, so long as the lease does not include an option to buy.
- (e) a transfer to Mortgagor's relative resulting from death of the Mortgagor;
- (f) a transfer where Mortgagor's spouse or children become owners of the property.
- (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement.
- (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

The Mortgagor hereby waives all rights of homestead exemption in the property and relinquishes all right of dower and curtesy in the property. It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or the the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 6th day of April, 1990.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE YOU SIGN IT

WITNESSES:

JOHN W. MARTIN

WILMA HERRING

Dorothy L. Lykes

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Alabama
COUNTY OF Shelby

General Acknowledgement

I, the undersigned, Edna E. Castleberry, Notary Public in and for said County in said State, hereby certify that Dorothy L. Lykes, a widowed woman whose name she 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 and official seal this 6th day of April

My commission expires

5/1/90

Edna E. Castleberry
EDNA E. CASTLEBERRY

STATE OF Alabama
COUNTY OF Shelby

Corporate Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that whose name as President of 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of

My commission expires

- 1. Deed Tax ----- \$
- 2. Mtg. Tax ----- \$ 6.00
- 3. Recording Fee ----- \$ 9.00
- 4. Indexing Fee ----- \$ 3.00
- 5. No Tax Fee ----- \$
- 6. Certified Fee ----- \$ 1.00

Total \$ 19.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

90 MAY 21 AM 10:09

Thomas A. Swearingen, Jr.
JUDGE OF PROBATE

BR2275

SHELBY COUNTY
REGISTER OF DEEDS
90 MAY 18 AM 9:25

RETURN TO:

UNION MORTGAGE CO., INC.
P. O. BOX 515929
DALLAS, TEXAS 75251-0929
214/680-3134

BR 2275
STATE TAX 2.30
REGISTER'S FEE 4.00
RECORDING FEE 6.00
TOTAL 12.30
STATE OF TENNESSEE
SHELBY COUNTY
GUY B. JAMES
REGISTER

MORTGAGE

STATE OF ALABAMA

County

Office of the Judge of Probate