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The State of Alabama

Jefferson County.

This instrument Prepared by DORIS S. HOLLEY LEEDS, ALASAMA

THIS INDENTURE, made and entered into this 5th day of October, 1990 by and between Curtis White Companies, Inc.

parties of the first part, hereinafter referred to as mortgagor, and The Citizens Bank of Leeds

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

"According to the terms as set forth in the note secured hereby."

"This mortgage secures all renewals and extension of the indebtness herein above described."

Lot 13, Sector "B" according to the Survey of the Homestead, as recorded in Map Book 8, page 167, in the Probate Office of Shelby County, Alabama.

Job #9012

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever.

And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a And the undersigned will war-good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will war-good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will war-good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the lawful claims of all persons rant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first payment of same, or any part thereof, the undersigned agree to keep said property continuously insured in such manner and in such above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the mortgages to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgages, by an officer thereof.

After any default on the part of the mortgager the mortgages shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgages for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgages under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgages in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of said mortgages, and this mortgage 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 premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published In the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outery, 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 attorney's fee; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness 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, fourth, the balance, if any, to be burned over to the mort-

And the undersigned further agree that said mortgages, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney is not pay a reasonable attorney is not pay a said for the undersigned further agree to pay a reasonable attorney is not pay a reaso

In the event of a sale hereunder, the mortgages, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if any statement of lien is filed under the statutes of Alaclosure as herein provided, at the option of the holder hereof, when and if any statement of such statement, and without rebems relating to the liens of mechanics and materialmen, without regard to form and contents of such statement, and without rebems relating to the liens of mechanics and materialmen, without regard to form and contents of such statement is based. gard to the existence or non-existence of the debt, or any part thereof, or of the lien, on which such statement is based.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made maker or makers of this mortgage, whether one or more persons, or a corporation; and 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 by the undersigned shall bind the heirs, personal representatives, successors and assigns.

This mortgage is intended to and does secure the payment of any renewal of said indebtedness, and also any and all other indebtedness of the Mortgage is intended to and does secure the payment of the Mortgage, in existence at the time of the execution of this mortgage or contracted after the date of the execution of this mortgage and before the payment of the specific indebtedness hereinabove recited, provided that the total indebtedness secured hereby shall not exceed the face amount hereof.

IN TESTIMONY WHEREOF, the undersigned have hereunto so written.	et their hands and seals, on this the day and year first above
	Curtis White Companies, Inc.
Witnesses:	Seal)
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	(Seal)
	

STATE OF ALABAMA. COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose names are signed to the foregoing conveyance, and who 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 official seal, this Notary Public STATE OF ALABAMA. COUNTY. I, the undersigned authority, in and for said County, in said State, hereby cartify that on this day came before me the within named known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband. In Witness Whereof, I have hereunto set my hand and official seal, this Notary Public. STATE OF ALABAMA. COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband. In Witness Whereof, I have hereunto set my hand and official seal, this Notary Public. \$00g STATE OF ALABAMA, COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in-Given under my hand and official seal, this Notary Public. STATE OF ALABAMA, Jefferson COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that Joseph C. White whose name as President of the Curtis White Companies Inc. 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. 5th day of October, 1994 Given under my hand and official seal, this STATE OF ALA. SHELBY CO. INSTRUMENT WAS FILLE 90 OCT 11 AM 9: 04 \$ 104.DO 76:21-STATE OF ALABAMA Jugo Git. MORTS! す of Probets

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