

STATE OF ALABAMA)

COUNTY OF SHELBY)

2057
MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 6th day of October, 1977, by and between the undersigned, Austin Gerald Moore (hereinafter referred to as "Mortgagor," whether one or more) and SHELBY COUNTY HEALTH CARE AUTHORITY d/b/a SHELBY MEDICAL CENTER (hereinafter referred to as "Mortgagee"), to secure the payment of charges incurred for medical services rendered by the Mortgagee to the Mortgagor in the amount of \$24,629.45. This Mortgage is granted by the Mortgagor in consideration of the Mortgagee's agreement not to pursue collection of the unpaid medical charges by legal action, other than enforcement of this Mortgage upon sale or transfer of the real property described herein.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

A part of the SW1/4 of the SW1/4 of Section 21, Township 19 South, Range 1 East, described as follows: commence at the southwest corner of said 1/4-1/4 Section and run east along south line 80 feet for point of beginning; thence continue east 84 feet 5 inches; thence run North 10 feet to south right-of-way line of Highway No. 280; thence westerly along said highway right-of-way 83 feet 5 1/2 inches; thence run south 20 feet to point of beginning;

ALSO part of the NW1/4 of Section 28, Township 19 South, Range 1 East, described as follows: Commence at the northwest corner of said 1/4-1/4 section and run east along north line a distance of 30 feet to point of beginning; thence run south 63 feet 5 1/2 inches; thence run east 62 feet and 5 inches; thence run northerly 77 feet 11 inches to north line of said 1/4-1/4 section; thence west along north line a distance of 83 feet 5 1/2 inches to point to beginning.

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee as a result of future charges for medical services rendered to the Mortgagor or any family members of the Mortgagor, and the real estate herein described shall be security for such debts to the total extent thereof even in excess of the principal amount hereof.

The above-described property is warranted free from all encumbrances and against adverse claims, except as stated herein.

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For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as Mortgagee's interest may appear. and

to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collection same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage and shall be at once due and payable.

If the Mortgagor shall sell, encumber or otherwise transfer the property described herein or any part thereof or any interest therein without the prior written consent of the Mortgagee, then Mortgagee shall be authorized to declare, at Mortgagee's option, all or any part of the indebtedness secured shall constitute a default under the terms and provisions of this Mortgage, and the entire unpaid balance of the debt secured hereby shall be accelerated, and shall become immediately due and payable, without any notice to Mortgagor, and the Mortgagee shall have all the rights and remedies provided herein in the event of a default, including, without limitation, the right of foreclosure.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty days' notice, by publishing in the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other encumbrances, with interest 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 turned over to the Mortgagor. Undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at

said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage on the day first above written.

Witness

Witness

Austin Gerald Moore
"MORTGAGOR"

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Austin Gerald Moore and _____, whose name(s) is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of October, 1989.

William R. Justice
Notary Public
My Commission Expires: 9/12/91

CPD/7/4



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

90 OCT 30 PM 1:04

[Signature]
JUDGE OF PROBATE

32.05
3.50
1.00
46.55

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