

THIS INSTRUMENT PREPARED BY: Deborah B. Harris

NAME Union Mortgage Company, Inc.

120 Summit Pkwy., Suite 206
ADDRESS Birmingham, AL 35209

MORTGAGE — Marilyn Page a/k/a Marilyn Alexander + Norman Steve Alexander, her spouse, Joint Tenancy. 2661681

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Marilyn Page a/k/a Marilyn Alexander and Norman Steve Alexander, Her Spouse, Joint Tenancy justly indebted to Dave's Construction & Builders, Inc.

in the sum of Two-thousand-nine-hundred-twenty-seven & 52/100 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 Dave's Construction & Builders, Inc. (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to wit

Survey of property situated on Lots 9 and 10, Block 6 of Aldmont as Recorded in Map Book 3, Page 3 in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of lot 9 Block 1 of Aldmont as recorded in Map book 3 Page 3 in the Office of the Judge of Probate of Shelby County, Alabama; thence 242 degrees 24 minutes 32 seconds, AZ and run 13.2 feet to the point of beginning; thence 186 degrees 43 minutes 4 seconds AZ and run 48.1 feet; thence 266 degrees 8 minutes 4 seconds AZ and run 77.04 feet; thence 262 degrees 9 minutes 38 seconds AZ and run 70.24 feet; thence 258 degrees 19 minutes 52 seconds AZ and run 10.93 feet; thence 269 degrees 16 minutes 17 seconds, AZ and run 19.05 feet; thence 3 degrees 51 minutes 47 seconds AZ and run 61.89 feet; thence 88 degrees 57 minutes 8 seconds AZ and run 177.68 feet to the point of beginning.

BOOK 321 PAGE 997

★ The principle indebtedness is \$2,250.00. ★

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 no interest shall be collected beyond the day of sale; 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 Mortgagee 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:

- the creation of liens or other claims against the property which are inferior to this mortgage;
- 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;
- a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
- leasing the property for three years or less, so long as the lease does not include an option to buy;
- a transfer to Mortgagor's relative resulting from death of the Mortgagor;
- a transfer where Mortgagor's spouse or children become owners of the property;
- a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- 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 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 23 day of November, 1990

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

WITNESSES:

Cindy Eddings
Cindy Eddings
Therz Sawyer
Therz Sawyer

Marilyn Page (SEAL)
Marilyn Page a/k/a Marilyn Alexander (SEAL)
Norman Steve Alexander (SEAL)
Norman Steve Alexander, Her Spouse, Joint Tenancy (SEAL)

STATE OF Alabama } General Acknowledgement
COUNTY OF Shelby

I, the undersigned, THOMAS L. PUCKETT Notary Public in and for said County in said State, hereby certify that Marilyn Page a/k/a Marilyn Alexander and Norman Steve Alexander, Her Spouse, Joint Tenancy 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 23RD day of November, 1990

Thomas L. Puckett
Thomas L. Puckett Notary Public

My commission expires 6-20-94

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

STATE OF } Corporate Acknowledgment
COUNTY OF

90 DEC 13 PM 1:40

I, the undersigned, Thomas A. Brandon, Jr. a Notary Public in and for said County in said State, hereby certify that JUDGE OF PROBATE 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 _____, 19____

My commission expires _____

1. Deed Tax ----- \$ 4.50
2. Mtg. Tax ----- \$ 5.00
3. Recording Fee ----- \$ 5.00
4. Indexing Fee ----- \$ 1.00
5. No Tax Fee ----- \$ 1.00
6. Certified Fee ----- \$ 1.00
Total ----- \$ 18.50

RETURN TO:
UNION MORTGAGE CO., INC.
P. O. BOX 515929
DALLAS, TEXAS 75251-5929
call to 214/680-3134

MORTGAGE

STATE OF ALABAMA

County, _____

Office of the Judge of Probate

Judge of Probate