

MORTGAGE

217

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS, the undersigned EARL DEAN DOYLE and wife, VICKY DOYLE

hereinafter called Mortgagor, has this day become justly indebted to KAREN R. JOINES and wife, ANN H. JOINES

hereinafter called Mortgagee,

in the sum of Thirteen Thousand Five Hundred Sixty-Five and 66/100 Dollars (\$13,565.66), for money lent, as evidenced by a promissory note, signed by the Mortgagor, of even date herewith bearing interest from date at the rate provided in said note, payable in such amounts as the note provides to the order of the Mortgagee, at its office in Birmingham, Alabama, and to become due as provided in said note. If not sooner due, any indebtedness hereby secured shall be due and payable in full on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

WHEREAS, the Mortgagor agreed, in incurring the said indebtedness, that this Mortgage should be given to secure the same;

NOW, THEREFORE, in consideration of the premises and in further consideration of Five Dollars (\$5.00) to the Mortgagor, cash in hand paid by the Mortgagee, the receipt of which is hereby acknowledged, and said

KAREN R. JOINES and wife, ANN H. JOINES ha YE bargained and sold and do \_\_\_\_\_

hereby grant, bargain, sell and convey unto EARL DEAN DOYLE and wife VICKY DOYLE the

following described real estate situated, lying and being in SHELBY County, Alabama, to-wit:

Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 17, Township 19 South, Range 2 East; thence run West along the North line of said 1/4-1/4 Section a distance of 279.54 feet to the Northwest right-of-way line of Shelby County Highway No. 83; thence continue West along said North line a distance of 538.00 feet to the point of beginning; thence continue along said North line a distance of 375.00 feet; thence turn an angle of 121° 19' 56" to the left and run a distance of 511.25 feet to the Northwest right-of-way line of Shelby County Highway No. 83; thence turn an angle of 105° 18' 59" to the left and run along said Highway right-of-way a distance of 113.50 feet; thence turn an angle of 5° 05' 55" to the right and continue along said Highway right-of-way a distance of 163.88 feet; thence turn an angle of 7° 22' 00" to the right and continue along said Highway right-of-way a distance of 49.00 feet; thence turn an angle of 87° 00' 32" to the left and run a distance of 254.76 feet to the point of beginning. Situated in Section 17, Township 19 South, Range 2 East, Huntsville Meridian, Shelby County, and containing 2.76 acres.

As recorded in the office of the Judge of Probate of Shelby County, Alabama in Deed Book 297, Page 483.

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Earl & Vicki Doyle  
Rt. 2 Box 1200  
Vincent, Al. 35178

TO HAVE AND TO HOLD the same with all the rights, privileges, improvements and appurtenances thereunto belonging, and all fixtures now located on or in said property or hereafter placed on or in said property, unto the said Mortgagee and assigns, forever. And said Mortgagor covenants that the Mortgagor is lawfully seized in fee and possessed of said property and has a good right to convey the same as aforesaid; that said property is free from all encumbrances and that the Mortgagor will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition and repair, and to pay all assessments that may be levied or accrued upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this Mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of the security given by this instrument.

2. The Mortgagor agrees to pay all taxes that may be assessed upon said property or upon the Mortgagee's interest therein or upon this Mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

3. The Mortgagor agrees to keep any and all improvements now on said property or that may hereafter be placed thereon insured against fire and such other hazards as the Mortgagee may require, in companies satisfactory to the Mortgagee, in such amounts and for such periods of time as the Mortgagee may require, loss, if any, payable to the Mortgagee as Mortgagee's interest may appear under terms of a clause satisfactory to Mortgagee without contribution, and to deposit said insurance policies with the Mortgagee. In case of loss and payment by an insurance company, the proceeds of all such insurance policies shall be applied, at the Mortgagee's election, on the indebtedness secured hereby or in re-building or restoring the property. In the event of foreclosure of this Mortgage or a transfer in extinguishment of the debt, all right, title, and interest of the Mortgagor to insurance policies then in force shall pass to the purchaser or grantee.

4. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each one dollar (\$1.00) of each payment more than fifteen days in arrears to cover the additional expense involved in handling delinquent payments.

5. If the Mortgagor fails to keep the improvements in good repair, or to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest of the Mortgagee in either, or fail to pay immediately and discharge any and all liens, debts or charges which might become liens superior to the lien of this Mortgage, or fails to pay the items hereafter provided in Paragraph 8 or provided in any prior Mortgage acknowledged herein the Mortgagee may at its option repair, or insure said property or pay said taxes, assessments, debts, liens or charges, or any items secured hereby, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be also secured by this Mortgage, shall bear legal interest from date paid or incurred, and shall be immediately due and payable, if the Mortgagee elect to declare it so. In case the Mortgagee employs an attorney to collect any item listed herein or in Paragraph 8, the Mortgagee shall recover of the Mortgagor a reasonable attorney fee therefor.

6. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges.

7. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of the Mortgage, then this conveyance shall be and become null and void.

8. All expenses incurred by the Mortgagee, including attorney fees, in compromising, adjusting, or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

9. The undersigned waives all right of exemption as to real or personal property under the laws of Alabama as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable attorney fee to the Mortgagee, should the Mortgagee employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the debt secured hereby.

10. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste to be committed on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

11. All the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to the Mortgagee, and if the Mortgagor default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, the Mortgagee may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a receiver; but the Mortgagee shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder but may at any time terminate the same. Any rents, income and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorney fee incurred, shall be credited first, on the cost of necessary repairs, the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured. The Mortgagor will not permit any tenant to pay any rent in advance of the due date of such rent, nor permit the payment of rent in any medium other than lawful money of the United States, nor anticipate, discount, compromise, forgive, encumber, pledge, or assign the rents or any part thereof, or any lease, or any interest therein.

12. If the Mortgagor shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this Mortgage subject to foreclosure at the option of the Mortgagee without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in the County where such property is located, at public outcry,

first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

The proceeds of said sale shall be applied: First, to the expenses of advertising and selling including reasonable attorney fees; Second, to the repayment of any money with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance, and/or other charges, liens, or debts hereinabove provided; Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Fourth, the balance, if any, shall be paid to the Mortgagor. If this Mortgage be foreclosed in Chancery, the Mortgagee shall have and recover of the Mortgagor as a part of the debt hereby secured, in addition to the debt hereby specially secured, a reasonable attorney fee for such foreclosure.

13. In order to more fully protect the security of this Mortgage, the Mortgagor, together with and in addition to the payments under the terms of the promissory note secured hereby and at the same time as the payments under said promissory note are due and until said note is fully paid, shall pay to the Mortgagee an installment of the taxes and assessments against the mortgaged premises and of the premiums on fire and other hazard insurance covering the property, and mortgage insurance, if any, all next to become due. Such taxes, assessments and premiums shall be estimated by the Mortgagee, and the amount of such installment shall be based upon such estimates. Such installments when so paid to the Mortgagee shall be held by the Mortgagee in trust to pay such taxes, assessments, and premiums. When such taxes, assessments, and premiums fall due if the amount deposited by the Mortgagor for that purpose is not sufficient to pay the taxes, special assessments, and premiums, as the case may be, then due, the Mortgagor will pay the Mortgagee such deficiency immediately. If when said taxes, special assessments, and premiums fall due it is determined that the amount of the deposit for such purposes exceeds the amount due for such taxes and assessments, the excess may, in the discretion of the Mortgagee, be applied on the next maturing installment of interest and principal. In the event of default under this mortgage any unexpended funds in the hands of the Mortgagee deposited by the Mortgagor to meet the obligation of taxes, assessments and premiums shall be applied and credited by the Mortgagee upon the indebtedness hereby secured, in the following order: (a) interest on advances made by the Mortgagee; (b) advances made by the Mortgagee; (c) interest on the principal; and (d) the principal debt hereby secured. When any taxes, assessments, and premiums fall due, the Mortgagor will promptly obtain statements with respect thereto and deliver such statements to the Mortgagee. Mortgagee shall not be responsible for the solvency of any company issuing any policy, whether or not selected or approved by it, or for the collection of any amount due under any such policy, and shall be responsible and accountable only for such money as may be actually received by it. Nothing herein contained shall be construed as making the payment of insurance premiums obligatory upon the Mortgagee or as making the Mortgagee liable in any way for any loss, damage, or injury resulting from the non-insurance of the aforesaid buildings or improvements.

14. In consideration of the making of the loan secured by this Mortgage, the Mortgagor, being all of the undersigned, covenant and agree that in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, or either of the undersigned if more than one, under and by virtue of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgement Act; and further agree to waive and forego any like or similar rights, benefits, and options hereafter conferred upon mortgage debtors by law hereafter enacted; and further covenant and agree that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall each be enforceable in accordance with their respective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama, and any and all other laws of like or similar purport which may hereafter be enacted.

15. In addition to the specific indebtedness above described in this Mortgage, this Mortgage shall also secure any other indebtedness by the Mortgagor to the Mortgagee which may hereafter arise, whether said other indebtedness be evidenced by note or by open account or otherwise, irrespective of the amount. Any payments made may at the option of the Mortgagee be applied in reduction of the original indebtedness hereby secured, or in reduction of any subsequent indebtedness hereby secured.

16. All covenants, conditions, and agreements herein contained shall extend to and bind the Mortgagor and the Mortgagor's personal representatives, successors, and assigns, and shall inure to the benefit of the Mortgagee and its successors and assigns.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender'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) a 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, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

If Lender exercises such option to accelerate, Lender shall give notice by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 12 hereof.

Given under our hand S\_\_\_\_\_ and seals\_\_\_\_\_ this the 9th day of November, 1990.

Earl Dean Doyle (Seal)  
EARL DEAN DOYLE  
Vicky Doyle (Seal)  
VICKY DOYLE

STATE OF ALABAMA

COUNTY

I, THE UNDERSIGNED \_\_\_\_\_, A Notary Public  
hereby certify that EARLD DEAN DOYLE and wife, VICKY DOYLE

whose names they 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 9th day of November, 19 90.

Sandra K. Pearson  
Notary Public

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STATE OF ALA. SHE. REC.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 APR 30 AM 10:38

JUDGE OF PROBATE

1. Dead Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	_____
4. Indexing Fee	_____
5. No Tax Fee	_____
6. Certified Fee	_____
Total	_____