

This instrument was prepared by

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Form TICOR 8000 1-84

MORTGAGE-TICOR TITLE INSURANCE

TITLE NOT EXAMINED

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David M. Varner and wife, Barbara S. Varner

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

William J. Acton Construction, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum

of Nine Thousand and No/100----- Dollars  
(\$ 9,000.00 ), evidenced by one promissory note dated April 26, 1991.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

David M. Varner and wife, Barbara S. Varner

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:

Lot 191, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector,, 1st Phase, as recorded in Map Book 14, Page 83 A & B, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, existing easements, restrictions, building set back lines, limitations, rights of way of record.

The mortgage is second and subordinate to that certain mortgage executed by David M. Varner and wife, Barbara S. Varner to APCO Employees Credit Union as recorded in Real 340 Page 650, in the Probate Office of Shelby County, Alabama.

BOOK 348 PAGE 518

CORLEY, HENNING & WARD, P.C.

Said property is granted free from all incumbrances and any adverse claims, except as stated above

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said 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 said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, 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 or assigns 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, then in any one of said events, the whole of said indebtedness hereby secured 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 said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; 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; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned David M. Varner and wife, Barbara S. Varner

have hereunto set their signatures and seal, this

26th day of April, 19 91.

David M. Varner

Barbara S. Varner

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama  
Shelby COUNTY

I, the undersigned, hereby certify that David M. Varner and wife, Barbara S. Varner

, a Notary Public in and for said County, in said State,

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 26th day of April, 19 91

Notary Public.

MY COMMISSION EXPIRES:

THE STATE of Alabama  
Shelby COUNTY

(AFFIX SEAL)

I, Lisa Culotta, hereby certify that David M. Varner and Barbara S. Varner

, a Notary Public in and for said County, in said State,

whose name as 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 such conveyance, he, 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 the 26th day of April, 19 91

Lisa Culotta, Notary Public.

MY COMMISSION EXPIRES DEC. 3, 1994

STATE OF ALA. DEED  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 JUN 17 AM 9:09

JUDGE OF PROBATE

MORTGAGE DEED

TO

1. Doc. Fee 13.50  
2. Ad. Fee 5.00  
3. Notary Fee 2.00  
4. Title Insurance 20.50  
5. Recording Fee 1.00  
6. Total 42.50

TICOR TITLE INSURANCE  
316 21st Street North, Birmingham, AL 35203  
(205) 251-8484