

3658

## MORTGAGE

STATE OF ALABAMA  
COUNTY OF }

KNOW ALL MEN BY THESE PRESENTS, that Louis R. Hyde and wife Carol Ann Hyde

\_\_\_\_\_, the  
Mortgagors, in consideration of the sum of Eighty-four Thousand Nine Hundred Ninety-

nine and 99/100 (\$84,999.99) DOLLARS, hereby acknowledged to have been  
paid to the said Mortgagors by the Mortgagee, and in order to secure the repayment of said amount herewith owed by Mortgagors  
to Ford Consumer Finance Company, Inc.

the Mortgagee, do hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee all of that real property in the County of

SHELBY, State of Alabama, which is described as follows:

Lot 1, in Block 1, according to the survey of Tahoe Timbers, first sector,  
as recorded in Map Book 6, Page 73, in the Probate Office of Shelby County,  
Alabama.

This obligation and the Note signed in conjunction herewith has a balloon  
feature.  
TOGETHER with all and singular the rights, members, privileges, hereditaments, easements, appurtenances and improvements  
belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same, unto the Mortgagee, their heirs and assigns, forever.  
Providing always, and these presents are upon the express condition, that if the said Mortgagors shall well and truly pay  
to the Mortgage said sum of \$ 84,999.99 together with interest thereon in accordance with the  
provisions of that certain promissory note of even date herewith in said principal sum, made by Mortgagors to Mortgagee and  
payable as follows:

In monthly installments of \$955.51 each, commencing on the 19th  
day of September, 19 91, and like or similar installment on the same day of each suc-

ceeding month thereafter until the 19th day of August, 2001, at which  
time, unless sooner paid in full, the entire principal balance and accrued interest shall be due and payable; said  
installments to be applied first to late charges then due, then to interest due and then the balance, if any, to be  
applied on the principal.

And if the Mortgagors shall perform all the covenants and agreements herein contained, then these presents shall be void,  
otherwise they shall remain in force.

And the Mortgagors hereby vest the Mortgagee with full power and authority, upon the happening of a default in the payment  
of the said note, or upon any default in the performance of any of the covenants and agreements herein contained, to sell said  
property at public outcry at the front door of the Courthouse of said County, for cash to the highest bidder, after first giving  
notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week  
for three consecutive weeks, in a newspaper published in said County. The Mortgagee and the auctioneer conducting the sale  
shall each have the authority to make proper conveyance to the purchaser and to apply the proceeds to such sale as follows:  
first, to the payment of the costs and expenses of sale, including a reasonable attorney's fee; second, to the payment of any  
amount that may be due the Mortgagee by virtue of the special liens declared or retained; third, to the payment of the balance  
owing on the indebtedness secured hereby, with interest thereon as specified in the promissory note evidencing said indebtedness;  
and fourth, the balance, if any shall be paid to the Mortgagor. If on the date of sale fixed in the advertisement herein above  
provided for, the holder of the mortgage should for any reason deem it necessary or expedient to postpone the sale, the holder  
of the mortgage or the auctioneer making the same may announce verbally the postponement of the sale until some later date,  
and the original notice of the time, terms and place of sale shall be published again, with a statement at the bottom that said  
sale has been postponed and the date when it will occur. Any sale made pursuant to such postponement shall be as valid and  
binding as if made on the date fixed in the advertisement.

And said Mortgagors hereby covenant with the said Mortgagee that Mortgagor is seized of an indefeasible estate in fee  
simple in and to said property, that Mortgagors have a good and lawful right to convey the same, that same property is free  
and clear of all encumbrances, that the Mortgagors have the right to the possession, quiet use and enjoyment of said property,  
and that Mortgagors will WARRANT AND FOREVER DEFEND the title to said property unto the Mortgagee, and unto the pur-  
chaser at said sale, and their heirs, successors and assigns, against the lawful claims and demands of all persons and the  
Mortgagors do further expressly agree and covenant for themselves, and for their heirs and assigns, so long as any part of  
said indebtedness or the interest thereon, remains unpaid as follows:

1. To pay said note and the installments of interest thereon, when they respectively fall due.

*Alan Keith*

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2. To keep any building or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage" and also the form of coverage known as "all physical loss" and, if required by the Mortgagee, its heirs or assigns, by the form of coverage known as "flood coverage," issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurance value of the said buildings or other improvements, as may be required by the Mortgagee.

3. To neither commit, permit, consent to, nor otherwise allow the commission of waste to or upon any of said property, including any building or other improvements now, or which may hereafter be erected upon the same.

4. To pay promptly all taxes, assessments, liens, and other charges which may be, or hereafter become effective against said property, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.

5. That if the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable costs, expenses, and attorney's fees and any other sum or sums due the Mortgagee by virtue or any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

6. That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf, the Mortgagee shall have an additional lien, secured by these presents, on said property.

7. That, in the event of litigation arising over the title to, or possession of said property, the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property.

8. That at any sale under the powers herein, the Mortgagee may bid for and purchase said property like a stranger hereto, and in the event that the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor.

9. The provisions hereof run in favor of, and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

10. Throughout this document, unless otherwise provided herein, the use of the masculine gender shall also be deemed to include the feminine and neuter, the singular, the plural, and vice versa.

11. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this security instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this security instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this security instrument without further notice or demand on Mortgagor.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals on this 19th day of August, 19 91.

Dawn C. Farris  
Dawn C. Farris

Carol Ann Hyde  
Carol Ann Hyde

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said State and County, hereby certify that Louis R. Hyde and wife Carol Ann Hyde

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 notarial seal this the 19th day of August, 19 91.

[Signature]  
Notary Public

MORTGAGEE'S MAILING ADDRESS:

940 Brown Marx Tower

Birmingham, AL 35203

This instrument prepared by: Alan C. Keith

127.50  
5.00  
3.00  
1.00  
136.50

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
91 AUG 20 AM 11:55