## American General Finance, Inc.

A Subsidiary of American General Corporation

STATE OF ALABAMA

1541



	MORTO	BAGE		
			91	
THIS INDENTURE made	onthis ninteenth day of Sep	tember	, 19 <u>91</u> ,	
Glenn H.	tanley and wife, Shelia W. Stanley		_ {hereinafter, whether one or more,	
	"), and American General Finançe, Inc., (hereinat		.•	
	WITNES	SETH:		
	lenn H. Stanley and wife, Shel	ia W. Stanley	(is) (are) justly	
indebted to Mortongee 95	evidenced by a note of even date herewith in the	amount of \$ 32,995.25		
and the second section is a second section in	32,270.25	), payable in monthly instal	llments, the last of which installments	
shall be due and payable	on the first day of October		, 19 <u>96 (the "Loan").</u>	
NOW, THEREFORE, the	undersigned Mortgagor (whether one or more) in	n consideration of the premises and	to secure the payment of the Loan and gages, its successors and assigns, the	
following described real (	state, situated in	r., Birmingham, AL 3:	0244	
•	Shelby County, Alabama, to wit:			
		•		
Lot 6, ac recorded	cording to the Survey of Heath in Map Book 9, Page 66, in the	erwood, Sector 1, 1st Probate Office of Sh	Addition, as elby County,	

Alabama; being situated in Shelby County, Alabama.

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Together with all rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including, but not limited to, heating, air-conditioning, lighting, plumbing and all other fixtures appertaining to said real estate, all of which shall be deemed realty and conveyed by this mortgage (said real estate and fixtures being hereinafter sometimes referred to as the "Property").

TO HAVE AND TO HOLD the Property, and every part thereof, unto Mortgagee, its successors and assigns forever; and Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee simple of the Property and has a good right to mortgage and convey the same; that the property is free of all encumbrances, except the lien of current ad valorem taxes, the hereinafter described first mortgage, and such other encumbrances, if any, as are expressly set out above; and Mortgagor will warrant and forever defend the title to the same unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

To secure the Loan further, Mortgagor agrees (a) to pay all taxes, assessments or other liens taking priority over this mortgage, imposed legally upon the Property, and should default be made in the payment of any part thereof, Mortgagee, at its option, may pay the same; and (b) to keep the Property continuously insured in such manner and in such companies as may be satisfactory to Mortgagee, for the full insurable value thereof, with loss, if any, continuously insured in such manner and in such companies as may be satisfactory to Mortgagee, for the full insurable value thereof, with loss, if any, continuously insured in such manner and in such companies as may be satisfactory to Mortgagee, may, at its option, so insure the Property payable to Mortgagee, as its interest may appear. If Mortgagor fails to keep the Property so insured, Mortgagee may, at its option, so insure the Property payable to Mortgagee, as its interest from such insurance, if collected, shall be credited on the Loan, less the cost of collecting same, or, at the election of Mortgagee, may be used in repairing or reconstructing the property. All amounts so expended by Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become an additional debt due and at once payable to Mortgagee, without demand upon or notice to any person, shall be secured by the lien of this mortgage, and shall bear interest from date of payment by Mortgagee, and at the election of Mortgagee, and without notice to any person, Mortgagee may declare the Loan due and payable, and this mortgage may be foreclosed as hereinafter provided.

Mortgagor agrees to take good care of the Property, not to commit or permit any waste thereon, to keep the same repaired, and at all times to maintain the same in as good condition as the same now is, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

Mortgagor agrees that no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured hereby shall be deemed a waiver of its right to exercise such option or declare such forfeiture, either as to any part or present default; and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except in writing, signed by Mortgagor and by an executive officer of Mortgagee.

After any default hereunder, Mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do all other acts herein agreed to be done, this conveyance shall be null and void; but should default be made in the payment of any sum expended by other acts herein agreed to be done, this conveyance shall be null and void; but should default be made in the payment of any sum expended by

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Mortgages under the authority of any of the provisions hereof, or should the Loan, or any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, by acceleration or otherwise, or should the interest of Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon (including but not limited to foreclosure or other enforcement of the first mortgage of the Loan, or should any law, either federal or state, be passed imposing or authorizing the imposition of any specific dax upon this mortgage or the Loan, or permitting or authorizing the deduction of any such tax from the principal or interest of the Loan, or by virtue of which any tax or assessment upon the Property shall be chargeable against the owner of this mortgage, then, in any one of said events, all indebtedness which any tax or assessment upon the Property shall be chargeable against the owner of this mortgage, then, in any one of said events, all indebtedness hereby secured, or such portion thereof as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of the Mortgagee, and this mortgage may be foreclosed as now provided by law; and Mortgagee shall be authorized to take possession of the option of the Mortgagee, and this mortgage may be foreclosed as now provided by law; and Mortgagee shall be authorized to take possession of the Property, and after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, in some Property, and after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, in some Property, and after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, in some newspaper published in the county wherein the Property is located, to sell the same in front of the Courthouse door of suc

Mortgagor further agrees that Mortgagee, its auccessors or assigns, may bid at any sale had under the terms of this mortgage and purchase the Property, if the highest bidder therefor; and the Purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, Mortgages, or the owner of the debt and this mortgage, or the auctioneer, shall execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Property.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more persons; all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives and assigns of the undersigned; and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

		AmSout	h Mortgage Co	mpany
his mortgage is junior and subordinate to that certai	v wortôsôs neletotole exec	uted to	<u></u>	
lated February 3rd, 1987, re-	corded in Volume 113	, page	594	, in the Probate Office o
Shelby	County, Alabama.	,		
It is specifically agreed that in the event default sha rovisions of said prior mortgage, the Mortgages here efault by paying whatever amounts may be due un ayments so made, together with interest thereon from ame, with interest thereon, shall be immediately due a provided by law and by the provisions hereof.	ein shall have the right, with ider the terms of said prior (	mortgage so as to p	out the same in good	standing, and any and a by this mortgage, and the
Each of the undersigned hereby acknowledges rec				
IN WITNESS WHEREOF, each of the undersig	gned has hereunto set his o	r her hand and seal	on the day and year t	first above written.
IN WITNESS WHEREOF, each of the underside CAUTION RESERVED TO THE CAUTION RESERVED TO THE UNITED TO	ON—IT IS IMPORTANT THAT EAD THIS CONTRACT BEFOR	r you thorough RE you sign it.	LY	
VITNESSES:		flein t	Seaple	(SE
Ca hantieb		Lelia	wyt	(SE
STATE OF Alabama				
Jeffersoncounty)			G3 II - S	+ 1 out
I, the undersigned authority, a Notary Public in an	d for said County in said Sta	ite, hereby certify t	hat Grenn H. S	cantey
a chalia W Ctapley				
whose name(s) (is) (are) signed to the foregoing converte contents of the conveyance, (he) (she) (they) exe	yance, and who (is) (are) kno cuted the same voluntarily i	on the day the same	s bears date.	
ni contents of the contestance, the terms ni	nteenth	day of Sep	tember	, 19 <u>91</u>
Given under my hand and official seal, this		book W	$\infty$	
		1	Notary Public	
BAY COMMISSION EXPIRES M	IAY 27, 1992	$\Lambda$	(AFFIX SEAL)	
My Commission expires				
This instrument was prepared by:				
Melissa D. Maddox				
STRUMEN	A. SHILBI L IFY THIS IT WAS FILE:			
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JUDGE	OF PROBALL	3. Recording 4. Indexing 1	Fee 4 20	
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