American General Finance, Inc.

A Subsidiary of American General Corporation



STATE OF ALABAMA				
SHELBY	COUNTY			
	•	MORTGAGE		
THIS INDENTURE made	onApril 1	7		, 19 <u>92</u>
between Robert Al	len Bratcher and wif	fe Kellee Lynette Br	atcher	_ (hereinafter, whether one or more
referred to as "Mortgagor"),	and American General Finance, Inc	c., (hereinafter referred to as "Mort	gagee")	
		WITNESSETH:		
WHEREAS, the said	Robert Allen Bratch	ner and wife Kellee	Lynette Bratche	er (is) (are) just
•	ridenced by a note of even date he		182.92	
(the amount financed being			payable in monthly install	ments, the last of which installment
shall be due and payable on			<u> </u>	, 19 <u>97</u> (the "Loan"
NOW, THEREFORE, the compliance with all the stipu	undersigned Mortgagor (whether lations herein contained, does he	one or more) in consideration of reby grant, bargain, sell and conv	f the premises and to see ey unto Mortgagee, its su	cure the payment of the Loan an accessors and assigns, the following
described real estate, situate	ed in			<u></u>
SHELBY	Coun	ty, Alabama, to wit:		
Lot 2, accor	ding to the Survey	of Park Place as rec	corded in Map Bo	ook 15 at
Page 47, in	the Probate Office	of Shelby County, Al	labama, situateo	d in
Shelby Count	y, Alabama.			

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, 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 for Mortgagee's own benefit, the proceeds 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 walver 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 shell, 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.

wet title

UPON CONDITION, HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgages 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 Mortgagee 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 described below) so as to endanger the Loan, or should any law, either federal or state, be passed imposing or authorizing the imposition of any specific tax 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 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 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 such County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: first, to the expense of advertising, seiling and conveying, including such attorney's fee as may be permitted under the terms of the note evidencing the Loan; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the Loan and earned interest thereon, whether or not the same shall have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale and any uneamed interest shall be returned to Mortgagor; and fourth, the balance, if any, to be turned over to Mortgagor.

Mortgagor further agrees that Mortgagee, its successors 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, Mortgagee, 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.

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betet	11/22	, 19	91_{-} , recorded in Volume	<u>375</u>	, page <u>402</u>	, In the Probate Office o
	Shelby		County, Al	abama.		
ialvoro default so ma interes	ons of said prior more by paying whatever and de, together with inte	tgage, the Morto imounts may be irest thereon from imediately due a	gagee herein shall have the due under the terms of said in the date of payment, sha	right, without not prior mortgage so Il be added to th	tice to anyone, but shall not it as to put the same in good st le indebtedness secured by th	me payable under the terms and be obligated, to make good such anding, and any and all payments is mortgage, and the same, with locure in all respects as provided
Mor	tgagor walves all rights	of homestead e	kemption in the property and	relinquishes all rigit	nts of courtesy and dower in this	property.
Eac	h of the undersigned h	ereby acknowled	ges receipt of a completed du	plicate copy of this	s mortgage.	
	IN WITNESS W	MEREOF, each	of the undersigned has hereu	nto set his or her h	nand and seal on the day and ye	sar first above written.
	_	\wedge	CAUTION—IT IS IMPOR			
WITM	SSES:	Fran	uce Dech	Red A	ee Lynette B	seal
STATE	OF ALABAMA)				
	JEFFERSON	COUNT	Υ)			
I, the	undersigned authority	, a Notary Public	in and for said County in sak	State, hereby cer	rtify that	
			and Kellee Lynet			
vhose of the	name(s) (is) (are) sig contents of the convey	ned to the foreg ance, (he) (she) (oing conveyance, and who (they) executed the same volu	is) (are) known to intarily on the day	me, acknowledged before me the same bears date.	on this day that, being informed
Give	n under my hand and	official seal, this	17th	Boule	of April	, 19 <u>92</u>
vily Co	MY C mmission expires	OMMISSION EXPIR	ES JANUARY 4, 1995	7	Notary Public (AFFIX SEAL)	
Πhis ‡n	atrument was prepared	d by:				
	Beverly Frank	klin				