

41.50

MARK S. MATHIAS
MARY JANE MATHIAS
5071 APPECROSS ROAD
BIRMINGHAM, AL 35242
<b>MORTGAGOR</b> "I" includes each mortgagor above.

This instrument was prepared by  
(Name) SHELLEY SMITH  
(Address) 110 OFFICE PARK DRIVE, BIRMINGHAM, AL 35242

**SECOR BANK, FEDERAL SAVINGS BANK**  
P. O. BOX 1745  
BIRMINGHAM, AL 35202

**MORTGAGEE**  
"You" means the mortgagee, its successors and assigns.

**REAL ESTATE MORTGAGE:** For value received, I, MARK S. MATHIAS AND WIFE, MARY JANE MATHIAS  
grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on 4-14-92,  
the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements, together with  
all fixtures, appliances, machinery, equipment and other articles of personal property at any time installed in, attached to, or situated in or on  
the real estate, or the buildings and improvements to be erected on the real estate, or to be used or intended to be used in connection with  
the real estate, or in the operation of the buildings, improvements, plant, business or dwelling on the real estate, whether or not the personal  
property is or shall be affixed to the real estate (all of which is called the "property").

**PROPERTY ADDRESS:** 5071 APPECROSS ROAD, BIRMINGHAM, Alabama 35242  
(Street) (City) (Zip Code)

**LEGAL DESCRIPTION:** LOT 2, IN BLOCK 3, ACCORDING TO THE SURVEY OF APPECROSS, AS RECORDED  
IN MAP BOOK 6, PAGE 42A AND 42B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

located in SHELBY County, Alabama.

**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and  
assessments not yet due and PRIOR MORTGAGE WITH FIRST FEDERAL OF ALABAMA, FSB DATED 5-31-91  
AND FILED 6-10-91 IN REAL VOLUME 347, PAGE 103.

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in  
this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you  
under this mortgage or under any instrument secured by this mortgage, all advances made to me hereunder, any amounts I owe you  
under any future renewals, extensions or modifications of any instrument secured by this mortgage, and any sums I owe you under  
promissory notes, homeowner's cash reserve agreements or other documents executed in substitution of or for any instrument secured  
by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):  
☐

☐ **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be  
advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same  
extent as if made on the date this mortgage is executed.

☒ **Revolving credit loan agreement** dated APRIL 14, 1992. All amounts owed under this agreement are secured even  
though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and  
will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on APRIL 14, 2012 If not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:  
TWENTY-THREE THOUSAND AND NO/100----- Dollars (\$ 23,000.00),  
plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest  
on such disbursements.

☒ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  
☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and  
made a part hereof.

**TERMS AND COVENANTS:** I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.  
☐ Commercial ☐ Construction ☐

**SIGNATURES:**  
MARK S. MATHIAS (Seal) \_\_\_\_\_ (Seal)  
MARY JANE MATHIAS (Seal) \_\_\_\_\_ (Seal)  
**WITNESSES:** \_\_\_\_\_

**NOTARY PUBLIC:** 04/27/1992-6130  
02:31 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 43.50

**ACKNOWLEDGMENT:** STATE OF ALABAMA, JEFFERSON County ss:  
I, MICHELE M. SMITH, a Notary Public in and for said county and in said state, hereby certify that  
MARK S. MATHIAS AND WIFE, MARY JANE MATHIAS

*Professional*

Individual ☐ whose name(s) 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.

Corporate ☐ whose name(s) as \_\_\_\_\_ of the \_\_\_\_\_  
a corporation, \_\_\_\_\_ signed to the foregoing conveyance and who \_\_\_\_\_ known to me, acknowledged before me on  
this day that, being informed of the contents of the 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 this the 14TH day of APRIL, 1992  
My commission expires: \_\_\_\_\_  
MICHELE M. SMITH  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES MAY 13, 1995  
BONDED BY OLD REPUBLIC SURETY CO.

Michele M. Smith  
MICHELE M. SMITH (Notary Public)

**ALABAMA**

FRM 7005

## COVENANTS

**1. Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

**2. Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

**3. Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

**4. Property.** I will keep the property in good condition and make all repairs reasonably necessary.

**5. Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

**6. Default and Acceleration.** If I fail to make any payments when due, or break any covenants under this mortgage or any obligations secured by this mortgage, or sell or transfer the property without your prior written consent, you are authorized to take possession of the mortgaged property, and with or without taking possession of said property after advertising the time, place and terms of sale, for three successive weeks immediately prior to sale thereof in some newspaper published in the county in which the property is situated, proceed to sell the property covered by this mortgage in lots or parcels or en masses as you, your agents or assigns deem best, at the courthouse door in the county in which the mortgaged property or a part thereof is situated. If the mortgaged property is situated in Jefferson County, Alabama the sale will be conducted at the door of the courthouse of the Jefferson County, Alabama, in Birmingham, 21st Street entrance, at public outcry, to the highest bidder for cash, the proceeds of sale to be applied first to the payment of any liens for taxes, assessments or other prior charges against the property and second to the payment of expenses of sale, including the costs of advertising and reasonable attorney's fees, together with the cost of executing and recording deeds to the purchaser. Thirdly, any balance shall be applied to the payment of the indebtedness owed you and secured by this mortgage. You are hereby authorized to bid for and become the purchaser of the property at any such sale, and we do hereby authorize your attorney making the sale to execute deed to the purchaser of the property covered by this mortgage.

**7. Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

**8. Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.

**9. Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**10. Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

**11. Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

**12. Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

**13. Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

**14. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

**15. Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

**16. Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

**17. Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

**18. Due-On-Sale.** Without your prior written consent, we will abstain from and will not cause or permit any sale, exchange, transfer or conveyance of all or any part of the mortgaged property or any interest therein, voluntarily or by operation of law. Upon any such sale, exchange, transfer or conveyance all sums owed and secured by this mortgage, shall, at your sole option and discretion become immediately due and payable and, in such event, you may exercise remedies provided in paragraph 6 above.

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