

## **MORTGAGE**

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ .18,988.06 . . . . .  
which indebtedness is evidenced by Borrower's note dated . . April .22, . 1992 . . . . . and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the in-  
debtedness, if not sooner paid, due and payable on . . . . April .22, . 1997. ;

LOT 4 , BLOCK 3, ACCORDING TO THE SURVEY OF SOUTHWIND, FIRST SECTOR, AS  
RECORDED IN MAP BOOK 6 PAGE 72 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA: BEING SITUATED IN SHELBY COUNTY, ALABAMA:

SOURCE OF TITLE: BOOK 097 PAGE 302

06/04/1992-10234  
2:55 PM CERTIFIED  
SHEBY COUNTY JUDGE OF PROBATE  
004 NO. 15.00

[zip code]  
TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

**“Property.”** Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ment with a Lien which has priority over this Mortgage.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convenience in lieu of condemnation, are provided that Lender shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a Lender's interest in the Property.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspecting reasonable cause thereafter provided that Lender shall give Borrower notice prior to any such inspection specifying reasons of the Property.

Noticing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder. Any amounts disbursed by Lender pursuant to this Paragraph, unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other amounts disbursed by Lender interest thereon, at the Note rate, shall accordance with Borrower's and Lender's written agreement or applicable law.

required to maintain such insurance until such time as the requirement for such insurance terminates in mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums reasonable attorney fees, and take such action as is necessary to protect Lender's interest. If Lender required reasonable attorney fees, and take such action to Borrower, may make such appearance, disburse such sums, including Lender, at Lender's option, upon notice to Borrower, which materially affects Lender's interest in the Property.

Mortgage, or if any action or proceeding fails to perform the covenants contained in this Mortgage, or if any action or proceeding fails to perform the covenants and agreements contained in this

7. **Protection of Lender's Security.** If Borrower fails to plan and constitute unit developments, Borrower's declaration of covenants creating the condominium or planned unit developments, the by-laws and

unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease of this Mortgage is on a leasehold. If this Mortgage is on a

power shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the property is mailed by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of other security or this Mortgage.

If the property is damaged by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

of loss if not made promptly by Borrower.

The insurance carrier shall have the right to hold the insurance carrier either to restoration or repair of the property is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender.

The insurance providing the insurance shall be chosen by Lender; provided,

may require and in such amounts and for such periods as Lender may require.

insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property

Mortgage, and leasehold payments of ground rents, if any.

4. **Prior Mortgages and Deeds of Trust; Charges; Lenses.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this

including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes,

assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage,

Borrower under Paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the

Funds held by Lender shall not be sufficient to pay taxes, insurance premiums and ground rents as they fall

due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds

held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower 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 Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in . . . SHELBY . . . County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgment enforcing the Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof; including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Waiver of Homestead, Dower and Curtesy.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

---

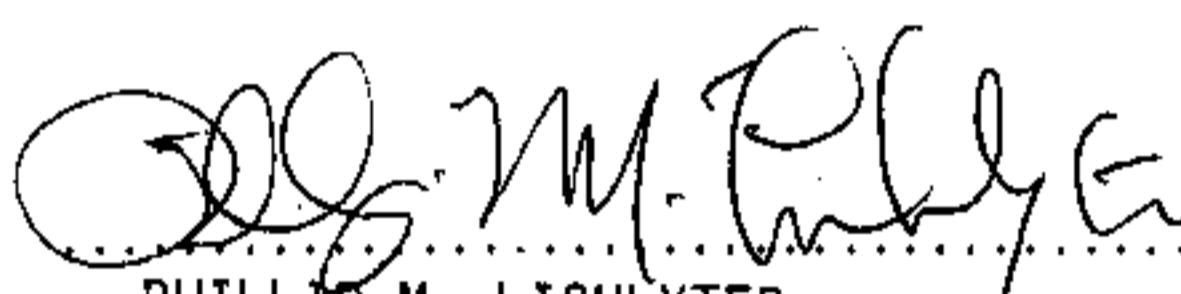
**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

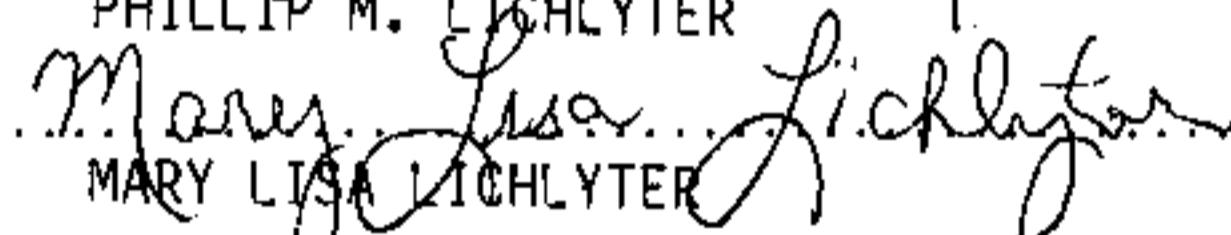
---

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**IN WITNESS WHEREOF,** Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

(Seal)  
-Borrower  
PHILLIP M. LICHLYTER

(Seal)  
-Borrower  
MARY LISA LICHLYTER

STATE OF ALABAMA, ..... JEFFERSON ..... County ss:

On this 22nd day of April, 1992, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county and in said state, hereby certify that PHILLIP M. LICHLYTER AND WIFE, MARY LISA LICHLYTER, whose name(s) ARE, signed to the foregoing conveyance, and who ARE known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as THEY act on the day the same bears date.

Given under my hand and seal of office this the 22nd day of April, 1992.

My Commission expires:

.....  
Notary Public

This instrument was prepared by SUSIE R. SMITH

FOR ALABAMA TELCO CREDIT UNION  
P. O. BOX 360287  
BIRMINGHAM, AL. 35236-0287

\_\_\_\_\_  
(Space Below This Line Reserved For Lender and Recorder)

Inst. # 1992-10234

06/04/1992-10234  
12:55 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 15.00