

This instrument was prepared by: Shannon Fortenberry

11/09/1992-26122
08:48 AM CERTIFIED

NAME First Family Financial Services
ADDRESS 3594 Pelham Pkwy. Ste. 102 Pelham, AL 35124

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 54.45

SOURCE OF TITLE _____

BOOK _____ PAGE _____

Subdivision		Lot	Plat Bk.	Page
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Inst # 1992-27446

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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 12.50

MORTGAGE

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David Keith Miller and wife, Katherine Miller

(hereinafter called "Mortgagors", whether one or more) are justly indebted to First Family Financial Services, Inc.

(hereinafter called "Mortgagee", whether one or more) in the sum of Thirty thousand two hundred and ninety three dollars and 00/100 Dollars

(\$ 30,293.00), Dollars, together with finance charges as provided in said Note And Security Agreement executed on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

For the legal description of the property, see Exhibit A, which is attached hereto and made a part hereof by reference.

Katherine Miller is one and the same person as Catherine Miller.

This mortgage and lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors or any other indebtedness due from the Mortgagors to the Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the extent even in excess thereof of the principal amount hereof.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol. n.a., at Page _____

_____, in the Office of the Judge of Probate of _____ County, Alabama, but this mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within mortgage will not be subordinated to any advances secured by the above described prior mortgage, if said advances are made after today's date. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the within Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclosure this mortgage.

The mortgage may be paid in full at any time on or before due date.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured againsts loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum. for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amount so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by said Mortgagee, or assigns, and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, but with or without first taking possession, after giving thirty days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals this 3rd day of November, 19 92.

"CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

David Keith Miller (SEAL)
Katherine Miller (SEAL)

THE STATE OF Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Keith Miller, and wife Katherine Miller

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 official seal this 3rd day of November, 19 92

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Notary Public
My Commission Expires 1-2-96

MORTGAGE

TO

THE STATE OF ALABAMA
County
OFFICE OF JUDGE OF PROBATE
I, Judge of Probate, do hereby certify that the foregoing conveyance was filed in my office for registration on the day of 19 at o'clock M., and duly recorded in Mortgage Book No. Page Given under my hand this day of 19
JUDGE OF PROBATE
AMOUNT OF FEES
For Recording \$
For Taxes \$
TOTAL \$
JUDGE OF PROBATE

EXHIBIT A

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 10, Township 22 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:
From the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 10, Township 22 South, Range 4 West, run in a northerly direction along the west line of said $\frac{1}{4}$ Section for a distance of 240 feet to the point of beginning; thence continue along last mentioned course for a distance of 100 feet; thence turn an angle to the right of 89 deg. 34' and run in an easterly direction for a distance of 435.60 feet; thence turn an angle to the right of 90 deg. 26' and run in a southerly direction for a distance of 100 feet, thence turn an angle to the right of 89 deg. 34' and run in a westerly direction for a distance of 435.60 feet, more or less, to the point of beginning, containing 1.0 acre, more or less.
According to survey of Laurence D. Weygand, Reg. No. 10373, dated September 26, 1979.

Initialed for identification

K.M.
DKM

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