

This instrument was prepared by:

NAME JANACE H. JACKSON, for  
 ADDRESS FIRST FAMILY FINANCIAL SERVICES, INC. 2700 Hwy 280 S, Suite 104, B'ham AL 35223  
 SOURCE OF TITLE Cambridge Title  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Subdivision	Lot	Plat Bk.	Page
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**MORTGAGE****STATE OF ALABAMA****COUNTY** Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT E. POPE, a divorced man

(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 Fortysix thousand, Seven hundred Fifty and 00/100\*\*\*\*\* Dollars

(\$ \*\*\*\*\*46,750.00\*\*\*\*\*), 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:

SEE ATTACHED EXHIBIT "A", 93-00075

01/04/1993-00075  
 11:30 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 004 MCD 84.65

CERTIFICATION IS HEREBY MADE THAT THIS MORTGAGE IS NOT INTENDED TO BE A FUTURE ADVANCE OR OPENED END MORTGAGE AND THAT NO ADDITIONAL OR SUBSEQUENT ADVANCES WILL BE MADE UNDER THIS INSTRUMENT.

WITNESS

DATE

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. \_\_\_\_\_, 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 23rd day of Decmeber, 19 92.

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

*Robert E. Pope*

ROBERT E. POPE

(SEAL)

(SEAL)

THE STATE OF ALABAMA  
JEFFERSON COUNTY

I, Kimberly P. Harless, a Notary Public in and for said County, in said State,

hereby certify that Robert E. Pope

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 23rd day of December, 19 1992

Notary Public

*Kimberly P. Harless*

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: March 20, 1996.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

MORTGAGE

TO

THE STATE OF ALABAMA

County

OFFICE OF JUDGE OF PROBATE

I, Judge of Probate, Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the

day of December, 19 92.

at 5 o'clock P. M., and duly

recorded in Mortgage Book No. Page

Given under my hand this 23rd day of December, 19 92.

Judge of Probate

AMOUNT OF FEES

For Recording \$

For Taxes \$

\$

TOTAL \$

Judge of Probate

EXHIBIT "A"

COMMENCE AT THE SW CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE WEST LINE OF SECTION 35, 1898.88 FEET TO THE NE RIGHT OF WAY LINE OF COUNTY HIGHWAY 47 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID SECTION LINE A DISTANCE OF 210.00 FEET; THENCE 89 DEGREES 29' RIGHT 439.30 FEET TO THE WEST BANK OF A CREEK; THENCE FOLLOW THE MEANDERINGS OF THE WEST BANK OF SAID CREEK AS DESCRIBED BY THE FOLLOWING RANDOM LINE; THENCE 75 DEGREES 57' 07" RIGHT 118.48 FEET TO A POINT; SAID POINT BEING 12 FEET WEST OF THE WEST BANK OF SAID CREEK; THENCE 27 DEGREES 46' 36" RIGHT TO A LINE AND ALONG SAID LINE 67 FEET TO A POINT ON THE WEST BANK; THENCE CONTINUE ALONG THE LAST STATED LINE 14.72 FEET TO A POINT IN THE CENTER OF SAID CREEK; THENCE 24 DEGREES 53' LEFT 183.56 FEET TO A POINT IN THE CENTER OF THE CREEK; SAID POINT BEING 10 FEET FROM THE WEST BANK; THENCE 09 DEGREES RIGHT 97.75 FEET TO A POINT IN THE CENTER OF SAID CREEK; SAID POINT BEING 6 FEET FROM SAID WEST BANK; THENCE 26 DEGREES 04' 35" LEFT 129.54 FEET TO A POINT IN THE CENTERLINE OF SAID CREEK, SAID POINT BEING 10 FEET FROM THE WEST BANK; THENCE 25 DEGREES 32' 43" RIGHT 214.92 FEET TO A POINT ON THE WEST BANK OF SAID CREEK AND THE NE RIGHT OF WAY OF COUNTY HIGHWAY 47; THENCE 139 DEGREES 51' 41" RIGHT 538.20 FEET ALONG SAID RIGHT OF WAY IN A NORTHWESTERLY DIRECTION TO A POINT; THENCE 01 DEGREES 47' LEFT AND CONTINUE ALONG SAID RIGHT OF WAY 189.40 FEET; THENCE 00 DEGREES 46' LEFT 87.41 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A TRACT OF LAND SITUATED IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE WEST LINE OF SECTION 35, 1898.88 FEET TO THE NE RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY 47; THENCE TURN RIGHT 134 DEGREES 06' 00" AND RUN 266.81 FEET ALONG SAID RIGHT OF WAY IN A SOUTHEASTERLY DIRECTION TO A POINT OF BEGINNING; THENCE TURN LEFT 83 DEGREES 30' 00" AND RUN 410.00 FEET TO THE WEST BANK OF THE CREEK; THENCE FOLLOWING THE MEANDERINGS OF THE WEST BANK OF SAID CREEK AS DESCRIBED BY THE FOLLOWING RANDOM LINE; THENCE TURN RIGHT 149 DEGREES 50' 00" AND RUN 84.00 FEET TO A POINT; SAID POINT BEING 12 FEET WEST OF THE WEST BANK OF SAID CREEK; THENCE TURN RIGHT 27 DEGREES 56' 00" AND RUN 124.32 FEET TO A POINT ON THE WEST BANK OF SAID CREEK; THENCE TURN RIGHT 57 DEGREES 40' 00" AND RUN 252 FEET TO A POINT ON THE NE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 47; THENCE TURN RIGHT 85 DEGREES 00' 00" AND RUN 176.00 FEET ALONG SAID RIGHT OF WAY IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.



# 1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 23rd day of December, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FAMILY FINANCIAL SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4330 Chelsea Road, Columbiana, AL 35051  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
ROBERT E. POPE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Inst # 1993-00075

01/04/1993-00075  
11:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE