American General Finance, Inc.

A Subsidiary of American General Corporation

SITUATED IN SHELBY COUNTY, ALABAMA.



STATE OF ALABAMA				
SHELBY	COUNTY			
		MORTGAGE		
THIS INDENTURE ma	de on _TANUARY_1.3	·		, 19 _93
between WILLIAM R	FOWLER AND WIFE	SANDRA F FOWLER		(hereinafter, whether one or more,
referred to as "Mortgagor	"), and American General Fina	ance, Inc., (hereinafter referred to as	"Mortgagee")	
		WITNESSETH:		
WHEREAS, the said	WILLIAM K FOWLER	AND SANDRA F FOWLER		(is) (are) Justiy
Indebted to Mortgagee as	s evidenced by a note of even	date herewith in the amount of \$ $\underline{4}$	685.27	
	ng\$ <u>4609.27</u>			ments, the last of which installments
shall be due and payable	on _IANUARY 19	:		, 19 <u>96</u> (the "Loan").
NOW, THEREFORE, compliance with all the s	the undersigned Mortgagor (stipulations herein contained,	whether one or more) in considerat does hereby grant, bargain, sell and	ion of the premises and to sec convey unto Mortgagee, its sur	ture the payment of the Loan and cessors and assigns, the following
described real estate, situ	uated in <u>150 CAMBRI</u>	DGE CIRCLE MONTEVALLO	. AL 35115	
SHELBY		County, Alabama, to wit:		
TOTAL ACCORDIT	NG TO THE SURVEY	OF CANTERBURY ESTATES	. AS RECORDED IN M	AP

BOOK 12, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING

Inst, # 1993-01408

O1/15/1993-01408
O8:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
16.05

Together with all rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including, but not limited to, heating, all-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").

 $e^{-i\omega_{\rm p}} = 1 \cdot \log (e_{\rm p}) + 1 \cdot 1$

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.

The debt hereby secured includes (1) That evidenced by a note of even date herewith in the principal amount above stated, payable together with interest according to the terms of said note, or any renewal of the whole or any part thereof, (2) The timely payment of all periodic payments which accrue prior to final payment and all of the conditions set forth in the note and any renewal note, and (3) Any and all other obligations or indebtedness now due by mortgager to mortgagee, or hereinafter incurred by mortgager in favor of mortgage.

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 falls to keep the Property so insured, Mortgagee may, at its option, so insure the Property for Mortgagee, 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 taxee, 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 waiver 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 shall, 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.

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UPON CONDITION, HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgagee 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, selling 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 unearned 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.

This m	ortgage is junior and subor	rdinate to the	t certain	mortgage heretofore	executed to	FARMERS HO	ME ADMINIS'	<u> </u>
dated	07/10	, 19	91	, recorded in Volume	353	, page	245	, in the Probate Office of
	ELBY			County, Ale				
provision default so ma interes	ons of sald prior mortgag t by paying whatever amounts de together with interest	e, the Mort unts may be thereon fro diately due a	gagee h due un m the c	nerein shall have the der the terms of said tate of payment, shal	right, withou prior mortgag I be added !	t notice to anyone, le so as to put the : to the indebtedness	, but shall not be same in good star s secured by this	is payable under the terms and obligated, to make good such nding, and any and all payments mortgage, and the same, with sure in all respects as provided
Мог	tgagor walves all rights of t	nomestead e	oitqmex	n in the property and r	elinquishes al	I rights of courtesy a	and dower in this (property.
Eac	h of the undersigned hereb	y acknowled	dges rec	eipt of a completed du	plicate copy o	of this mortgage.		
	IN WITNESS WHE	REOF, each	of the u	ndersigned has hereur	nto set his or	her hand and seal o	n the day and yes	r first above written.
			CA	UTION—IT IS IMPOR			Y	
WITN	ESSES:	2.0						
	Joe ME Con Inna E. 31	nell, alke	Б. L	*. *.	ter S	Milliam B	1. Four	(SEAL)
STATE	OF ALABAMA)						
<u>JEI</u>	FFERSON	COUNT	(Y)					
i, th	e undersigned authority, a l	Notary Publi	c in and	for said County in sale	i State, hereb	y certify that WI	LLIAM K FO	WLER AND WIFE
SAI	NDRA F FOLWER	l to the feet	solpa ec	minimona and who fi	le) (pre) know	m to me acknowle	idaed before me	on this day that, being informed
of the	contents of the conveyance	e, (he) (she)	(they) e	xecuted the same volu	intarity on the	day the same bear	s date.	
Give	en under my hand and offic	al seal, this	<u> 13</u> T	<u>H</u>		day of JANUA	RY ///	, 19 <u>93</u>
		9- 2- <i>9</i> /	_			Q WE Con	Notary Public	1
My Co	ommission expires	/ · J /½	2				(AFFIX SEAL)	
	strument was prepared by	.						
_JEI	NNIFER TEMPLIN							
						-03-0140	В	

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