MORTGAGE

THIS INDENTURE ma	ade on July 22		, 19 ⁹³ 💂
between <u>Marty A. Mc</u>	Donald and Patsy J.	. McDonald, husband and wife	(hereinafter, whether one or mor $oldsymbol{Q}$
referred to as "Mortgagor"), an (hereinafter referred to as "Mor	d American General (tgagee")	Finance, Inc.	<u>Q</u>
		WITNESSETH:	ω. Ω
WHEREAS, the said	Marty A. McDonald a	and Patsy J. McDonald, husband	and wife (is) (are) justly
(the amount financed being \$ =			sliments, the last of which installments
shall be due and payable on	July 22	, 19 98 (the "Loan"),	 1
NOW, THEREFORE,	WITNESSETH: Marty A. McDonald and Patsy J. McDonald, husband and wife (is) (are) justly gee as evidenced by a note of even date herewith in the amount of \$ 8823.85		
•	situated in		<u> </u>
Shelby	Cou	unty, Alabama, to wit:	
as follows; Begin South along the Eato the right in a minutes to the right of said \$\frac{1}{4} \rightarrow Sections a distance of 445. a distance of 150. 125 degrees 35 minutes a distance of 256.	at the N.E. Corner st line of same a delegate with the same and the same and the same and the same as	of the S.W. 4 of N.W. 4 of said distance of 666.30 ft. thence 8 a distance of 653.76 ft. thence 8 direction a distance of 666.30 s 39 minutes to the right in a segrees 39 minutes to the left is herly right of way line of Pumpin a southeasterly direction alt of beginning. Inst # 1993-21960	d Section 12, thence 9 degrees 39 minutes e 90 degrees 21 ft. to the North line Easterly direction n a northerly direction kin Swamp Road, thence ong said right of way
Said partial cents	ina 10.0 acrea, mor	O7/26/1993-21960 O7/26/1993-21960 O3:51 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 23.75	

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

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.

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 fails to keep the Property so insured, Mortgagee may, at its option, so insure the Property for Mortgagee's 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 taxes, 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 to declare such forfeiture, either as to any past 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.

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 Mortgagee, and this mortgage may be foreclosed as 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

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.

	N/A			·	<u>,</u>	. 	· · · · · · · · · · · · · · · · · · ·	
dated	N/A	, 19 N / A, recorded	in Volume	N/A	, page	N/A	, in the Probate Off	ice of
	N/A	County, Alabama.						
provisions of sa default by payir so made, togeth interest thereon by law and by the	nd prior mortgage, the Mong whatever amounts may ner with interest thereon, shall be immediately due to provisions hereof.	nt default shall be made in the ortgagee herein shall have the ribe due under the terms of said from the date of payment, shae and payable, at the option of	ight, without prior mortgag all be added Mortgagee,	notice to ge so as to to the ind and this m	anyone, but put the sam ebtedness se nortgage sub	it shall not e in good st ecured by t	be obligated, to make tanding, and any and a his mortgage, and the	Il payments same, with
		vledges receipt of a completed o						
IN WITNESS	S WHEREOF, each of the o	undersigned has hereunto set his	s or her hand	and seal o	n the day ar	nd year first	above written.	
		CAUTION—IT IS IMPORTA				:		
WITNESSES:								
	labara 1		Marty	A. Mc	Donald Donald	Oon	ald ald	(SEAL)
STATE OF	•							
Shelby								
I, the under	signed authority, a Notary	Public in and for said County in	n said State, h	iereby ceri	tify that			
Marty	A. McDonald and	Patsy J. McDonald	, husban	d and	wife			
whose name(s) of the contents	(is) (are) signed to the fo of the conveyance, (he) (s	regoing conveyance, and who (he) (they) executed the same vo	(is) (are) know oluntarily on	wn to me, the day th	acknowledg e same bear	ed before m s date.	ne on this day that, bei	ing informed
Given under	r my hand and official seal,		ank T. M	eek	Mele Notary P	ublic 93		· ···
My commission	8/7/96				(AFFIX	SEAL)	1	
A Committee of the Comm	t was prepared by: General Finance	, Inc.						

Montgomery, AL 36117

Inst, # 1993-21960

07/26/1993-21960
03:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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