



MORTGAGE BER 9th EAKMAN	E 93, 19 93, 19 (hereinafter, whether one or more,
BER 9th EAKMAN	, 19 <u>93</u> ,
EAKMAN	, 19 <u></u> ,
	(hereinafter, whether one or more,
eral Finance, Inc., (hereinafter referred to	as "Mortgagee")
WITNESSETH:	
ELIZABETH SPEAKMAN	(is) (are) justly
ef even date herewith in the amount of \$	4933.65
0.69), payable in monthly installments, the last of which installments
ber 20th	, 19 <u>9 6</u> (the "Loan").
gagor (whether one or more) in conside tained, does hereby grant, bargain, sell a	leration of the premises and to secure the payment of the Loan and and convey unto Mortgagee, its successors and assigns, the following
Shelby	
County, Alabama, to wit:	
֡	tgagor (whether one or more) in considerations and talend, does hereby grant, bargain, self-shelby

Beginning at the Southwest corner of the Southwest 4 of the Northwest 4 (SW4 of NW 4) of Section 2, Township 22 Souht, Range 4 West and running East along the South line of said forty a distance of 210 feet to point of beginning; thence North a distance of 210 feet; thence East 210 feet; thence South 210 feet; thence West 210 feet to point of beginning; being situated in Shelby County, Alabama.

Inst # 1993-39515

12/09/1993-39515
D4:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 16.50

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 lient 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 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.



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.

Mortgagor agrees not to violate, nor allow the violation of any federal or state (or subdivision thereof) environmental, health or safety law regulation or ordinance, affecting said real property. Any such violation shall be deemed a default and Mortgagor agrees to indemnify, defend and hold Mortgagee harmless against any and all damages directly or indirectly caused by such violation, including but not limited to cleanup costs, attorney fees and costs, and that said claims, damages and costs shall be deemed additional sums due under the Mortgage indebtedness set forth in the Note executed in conjunction herewith.

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.

			0.20		
This mortgage is	junior and subordinate to that cer		cuted to		
dated		, recorded in Volume	· · · · · · · · · · · · · · · · · · ·	page	, in the Probate Office of
		County, Alaba			
provisions of sale default by paying so made, togeth interest thereon,	ly agreed that in the event default prior mortgage, the Mortgage, whatever amounts may be due ter with interest thereon from the shall be immediately due and a provisions hereof.	se herein shall have the rigi a under the terms of said pric he date of payment, shall be	nt, without notice to an ir mortgage so as to put e added to the indebte	yone, but shall not be tithe same in good stan dness secured by this	obligated, to make good such ding, and any and all payments mortgage, and the same, with
Mortgagor wal	ves all rights of homestead exem	ption in the property and relin	quishes all rights of cour	tesy and dower in this p	roperty.
Each of the un	dersigned hereby acknowledges	receipt of a completed duplic	ate copy of this mortgag	Θ.	
IN V	WITNESS WHEREOF, each of th	e undersigned has hereunto a	set his or her hand and s	seal on the day and year	first above written.
		CAUTION—IT IS IMPORTAN			
whose name(s) (of the contents of	SONCOUNTY) ned authority, a Notary Public in a	LLY E. SPEAKMAN conveyance, and who (is) (are) known to me, ackr	nowledged before me o	n this day that, being informed,
My Commission (expires		Mikea	Notary Public (AFFIX SEAL)	
This Instrument w	vas prepared by: ENERAL FINANCE, INC PRINGS HWY		• 1993-39°	Z\\EE_2	
		12/ 04: 1 SHE	O9/1993-39 LB PM CERTI LBY COUNTY JUDGE OF PO 16.5	FIEDO	× = = = = = = = = = = = = = = = = = = =