

MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: that whereas HOUSTON BAXLEY and wife, SANDRA BAXLEY, hereinafter called Mortgagors became justly indebted to JIMMY O. BURNETTE and wife, BETTY BURNETTE, called Mortgagees, in the principal sum of FORTYSEVEN THOUSAND FOUR HUNDRED & NO/100 (\$47,400.00) DOLLARS as evidenced by one promissory note of even date herewith, pursuant to the terms and conditions contained therein.

NOW, THEREFOR, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness, now or hereafter owed by Mortgagors to Mortgagees (except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes) and compliance with all of the stipulations hereinafter contained, the said Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagees the following described real estate situated in Shelby County, Alabama, viz:

Lots 8, 9, and 10 in Block A, according to the plat of Wilmont Subdivision as recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 124.

together with all rents, and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm or screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which [hereinafter designated as the mortgaged property] shall be deemed realty and conveyed by this mortgage.

To have and to hold the same and every part thereof unto the Mortgagees, JIMMY O. BURNETTE and wife, BETTY BURNETTE, their successors and assigns forever.

And for the purpose of further securing the payment, said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized of in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions.
2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagees may pay the same.
3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagees against loss by fire and such other hazards as the Mortgagees may specify, with loss, if any, payable to said Mortgagees, and will deposit with said Mortgagees policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagees of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagees may insure said property for its insurable value against loss by fire and other hazards for the benefit of Mortgagees. The proceeds of such insurance shall be paid by insurer to Mortgagees which are hereby granted full power to settle and compromise ~~claims~~ under all policies

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and to demand, receive and accept all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagees may elect; all amounts expended by said Mortgagees for insurance or the payments of taxes, assessments or any other prior liens shall become a debt due said Mortgagees additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment, by said Mortgagees and at the election of the Mortgagees and without notice to any person, the Mortgagees may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure as hereinafter provided.

4. To take good care of the mortgaged property above described and not commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagees to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of said insurance or payment of said taxes by the Mortgagees shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagees.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable as above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagees whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagees shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment of any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues, profits or out of the proceeds of the sale of the mortgaged property.

8. That all covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors, and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagees shall inure to the benefit of the heirs, successors, or assigns of the Mortgagees.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. Transfer of Property; Assumption. If all or part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagees prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or operation of law upon the death of a

joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagees may, at Mortgagees' option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagees shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagees and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagees and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagees shall request.

If Mortgagees exercise such option to accelerate, Mortgagees shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than thirty days from the date the notice within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period Mortgagees may without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other debt owed to the Mortgagees by the Mortgagors before full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Mortgagees under the authority of any of the provisions of this mortgage or should the interest of said Mortgagees in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by the mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any part of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of the said events the whole of the indebtedness hereby secured, or any portion or part of the same may not as said date been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagees, notice of the exercise of such option being hereby expressly waived; and the Mortgagees shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Courthouse door in Shelby County, Alabama at public outcry for cash, after having first given notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said city, and upon the payment of the purchase money the Mortgagees, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagees shall apply the proceeds of said sale First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; 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 principal indebtedness and interest thereon, whether the same shall or shall not have been fully matured at the date of said sale, but no interest shall be collected beyond the date of the sale; and Fourth, the balance, if any, to be

paid over to the said Mortgagors or to whomever then appears of record to be the owner of the property. The Mortgagees may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS THE 30th DAY OF August, 1994.

Houston Baxley
HOUSTON BAXLEY
Mortgagor

Sandra Baxley
SANDRA BAXLEY Mortgagor

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that the Mortgagors are known to me, acknowledged before me on this date that being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30th day of August, 1994.

Carol E. Forsyth
NOTARY PUBLIC

MY COMMISSION EXPIRES JANUARY 28, 1993

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10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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