

STATE OF ALABAMA       )  
                                  )  
COUNTY OF SHELBY       )

MORTGAGE

KNOW ALL MEN BY THESE PRESENT:

THIS MORTGAGE, is made and entered into on this 12<sup>th</sup> day of October, 1994 by and between the undersigned, Norma Faye Ford (hereinafter referred to as "Mortgagor"), and the SHELBY COUNTY HEALTH CARE AUTHORITY d/b/a SHELBY MEDICAL CENTER (hereinafter referred to as "Mortgagee"), to secure the payment of charges incurred for medical services rendered by the Mortgagee to the Mortgagor in the amount of \$30,773.13. This Mortgage is granted by the Mortgagor in consideration of the Mortgage's agreement not to pursue collection of the unpaid medical charges by legal action, other than enforcement of the Mortgage upon sale or transfer of the real property described herein.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, 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

Ivanhoe      Lot 13   Bk 6,   pg 58-70   Section 5T22S   R2W  
DD170.19X103.04 DB 306 P 298 06/25/1977 BEAT 3 DB 350 OG 912  
7.8.83 PARCEL NO. 28-3-05-0-001-048

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee as a result of future charges for medical services rendered to the Mortgagor and the real estate herein described shall be security for such debts to the total extent thereof, even in excess of the principal amount hereof.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at the Mortgagee's option pay off the same,; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightening and tornado for the fair and reasonable insurable value thereof,

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*Shelby Medical Center  
c/o Sheila Patel*

with loss, if any, payable to Mortgagee as Mortgage's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, the Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for the Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collection of same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage and shall be at once due and payable.

If the Mortgagor shall sell, or otherwise transfer the property described, herein or any part thereof or any interest therein without the prior written consent of the Mortgagee then Mortgagee shall be authorized to declare, at Mortgagee's option, all or any part of the indebtedness secured shall constitute a default under the terms and provisions of this Mortgage, and the entire unpaid balance of the debt secured hereby shall be accelerated, and shall be immediately due and payable, with notice to the Mortgagor, and the Mortgagee shall have all the rights and remedies provided herein the event of a default, including, without limitation, the right of foreclosure.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby incurred, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby incurred, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession after giving thirty days' notice, by publishing in the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorneys 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 the other encumbrances with interest 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 Third, the balance, if any, to be turned over to the Mortgagor or her heirs. Undersigned further agrees that the Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate for the fair market value or more if the highest bidder, therefore. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage on the day first above written.

Deanna L. Shylitt  
WITNESS

Norma Faye Ford  
"MORTGAGOR"

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that Norma Faye Ford, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day than, being informed of the contents of the conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of October, 1994.

Catherine B. Fair  
Notary Public  
My Commission Expires 2-13-95

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