## REAL PROPERTY MORTGAGE

THIS MORTGAGE is made and entered into on this 21ST day of MARCH 19 95 by and between the undersigned, RANDY HORACE STANFORD AND WIFE TRACEY OWENS STANFORD
(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred as "Mortgagee"); to secure the payment of <u>TEN THOUSAND FIVE HUNDRED SIXTY TWO AND 61/100</u>
NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, barg sell and convey unto the Mortgagee the following described real estate situated in SHELBY Countries.  State of Alabama, to-wit:
LOT 2, IN BLOCK 3, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATE, THIRD SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 107 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BRING SITUATED IN SHELBY COUNTY, ALABAMA.
Inst + 1995-07520

03/23/1995-07520 01105 PM CERTIFIED SHELBY COUNTY JURGE OF PROBATE OUS HED

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

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

The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.

-ball and James or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the

Mortgages, the Mo	or snali sell, lea ortgagee shall t	ese or otherwi oe authorized	to declare, a	t its option,	all or any par	t of such in	debtednes	s Immediately	due an	nd payable.
If the within	Mortgage is	a second	Mortgage, 934	then It i	s subordinat	e to that	certain pobate of	orior Mortgag SHELBY	e as	recorded in
	Count	v. Alabama: b	ut this Morto	age is subc	rdinate to sak	d prior Mori	igage only	to the extent o	I the cu	rrent balance
now due on the de described prior mor owed that is secur Mortgage, or should Mortgage shall conthe entire indebted option shall not conmake on behalf of the expended by Mortgagor, in continue the covered by indebtedness secutive right to forecloss.	red by said priorid default in any natitute a default in any natitute a default in any timess due here natitute a waive onnection with tigagee on behapy this Mortgage ured hereby and	dvances are re- or Mortgage. It y of the other to it under the te- under immedi- or of the right to such payment the said prior alf of Mortgago e, and shall be d shall entitle t	nade after the nade after the event is erms, provisons and provistely due an exercise sares which become that laters interest for an interest for exercise sares.	date of the he Mortgagions and corlsions of the discount of the event of the a debt to promise a debt	within Mortga por should fail anditions of sail within Mortga and the within ent of any sub- said prior Mort said prior Mort said prior Mort o Mortgages, payment by N	to make a to make a id prior Mor age, and the Mortgage s sequent de gage, or ins closure of or its assig fortgagee,	agor hereby ny payment rigage occi le Mortgage subject to f fault. The cur any suc said prior to ans addition or its assig	y agrees not to its which beco- ur, then such d se herein may, oreclosure. Fit Mortgagee her ch expenses or Mortgage, and hal to the debt ins, at the sam	increas me due efault u at its of allure to ein may obligati all suci hereby e intere	e the balance on sald prior inder the prior ption, declare exercise this y, at its option, ions on behalf h armounts so secured, and est rate as the

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 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, lightning and tomado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned falls to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

(Continued on Reverse Side)

15-011 (Rev. 8-90)

ORIGINAL.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Indebtedness, and relimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sums expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgages or 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 secured, at the option of Mortgagee or 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, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving eighteen days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the main door of the Court House of the County (or the division thereof), where a substantial and material part of 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, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of lifteen percent of the unpaid balance on the loan, and referral to an attorney not your salarled employee; 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 incumbrances, with interest thereon; Third, to the payment of the indebtedness in full, 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 Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the real estate under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

regard to the terms of this Mortgage or t	he Note without that Mortgagor's consent.	•	
IN WITNESS WHEREOF, the under	signed Mortgagor has hereunto set his si	gnature and seal on the d	ay first above written.
CAUTION IT IS IMPOR	TANT THAT YOU THOROUGHLY READ	THIS MORTGAGE BEFO	RE YOU SIGN IT.
	X Handy Hor	us Mary	(Seal)
	RANDY HORACE STANFO	<b>A</b> 1 1 (1	/(Seal)
	TRACEY OWENS STANF	ORD	(Seal)
THE STATE OF ALABAMA	I, THE UNDERSIGNED AUTHO	RITY	a Notary Public
JEFFERSON COUNTY	In and for said County, in said State,	, hereby certify that <u>RA</u>	NDY HORACE STANFORD
	AND WIFE TRACEY OWENS	STANFORD	whose
name(s) is/are known to me, acknowled the same voluntarily on the day the same	dged before me on this day that being info ne bears date.	ormed of the contents of th	e conveyance, they executed
Given under my hand and sea	this 21ST day of MARCH	<u> </u>	, 19 <u>95</u>
MY COMMISSION My Commission Expires:	· · · · · · · · · · · · · · · · · · ·	iday Black	
	Inst # 199		
	03/23/199		
	SHELBY COUNTY JUD	CE OF PROBATE 26.90	
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