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American General Finance, Inc.

A Subsidiary of American General Corporation



STATE OF ALABAMA			
SHELBY	COUNTY		
		MORTGAGE	
	MRV A		1995
between <u>EDWARD</u> K.	MCBROOM AND MARY	Y R MCBROOM . A M	IARRIED COUPLE reinafter, whether one or more
		(hereinafter referred to as "Mortgag	
		WITNESSETH:	
WHEREAS the said F	DWARD K. MCBROOM	AND MARY R MCBRO	OM, A MARRIED COUPLE (is) (are) justing
WITCHEAS, Into said	lanced by a note of even date here	with in the amount of \$1935	<u> </u>
indebted to Mongagee as evic	1310E EO	.), pe	ayable in monthly installments, the last of which installment $\mathbf{v} = \mathbf{v} = \mathbf$
(the amount financed being \$	13135.7U		X30 2000 (the "Loan"
shall be due and payable on	<u>MAY 18</u>		to secure the payment of the Loan an
NOW, THEREFORE, the compliance with all the stipuli	undersigned Mortgagor (whether c ations herein contained, does here	one or more) in consideration of the aby grant, bargain, sell and convey	he premises and to secure the payment of the Loan an unito Mortgagee, its successors and assigns, the followin
described real estate, situated	d in		
SHELBY	County	, Alabama, to wit:	
OT 13, IN BLOCK	1, ACCORDING TO	THE MAD AND SHRVE	EY OF SUNNY MEADOWS, PHASE THE PROBATE OFFICE OF COUNTY, ALABAMA.

Inst # 1995-12779

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SHELBY COUNTY JUDGE OF PROBATE
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Together with all rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including, but not limited to, heating, aur-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, is 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 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 payable to Mortgagee, and its option, and its payment 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, and at the election of Mortgagee, 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.

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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 Counthouse 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.

This m	ortgage is junior and subordin	ate to that certain mortga	ge heretofore ex	ecuted to _GR	RIFTEN FEDERAL SA	VINGS BANK
.——. dated	03/04/	93	ded in Volume _	1993	page 6896	, in the Probate Office of
dated	SHELBY		County, Alab			
provisi default so ma interes by law	ions of said prior mortgage, t by paying whatever amounts ade, together with interest the st thereon, shall be immediat and by the provisions hereof.	the Mortgagee herein s s may be due under the ereon from the date of ely due and payable, at	nair have the fit terms of said pr payment, shall t the option of M	gnt, without not ior mortgage so be added to the lortgagee, and	cipal, interest or any other sums lice to anyone, but shall not be a as to put the same in good stande indebtedness secured by this rathis mortgage subject to foreclosure.	ing, and any and all payments nortgage, and the same, with are in all respects as provided
					its of courtesy and dower in this pro	operty.
Eac	ch of the undersigned hereby a	•	,,			
	IN WITNESS WHERE	OF, each of the undersign	ned has hereunte	set his or her h	and and seal on the day and year	first above written.
		CAUTION- READ	-IT IS IMPORTA THIS CONTRA	ANT THAT YOU OT BEFORE YO	THOROUGHLY DU SIGN IT.	
WITN	ESSES:				k McGr	(SEAL
	E OF ALABAMAELBY	_) _COUNTY)	1	4 MO	ry R 4MCB	OOM (SEAL
R	e undersigned authority, a No MCBROOM, A MA	tary Public in and for sald	e and who (is	(are) known to	me, acknowledged before me or	ROOM AND MARY n this day that, being informed
of the	e name(s) (is) (are) signed to contents of the conveyance, i	(he) (she) (they) executed	the same volun	tarily on the day	the same bears date.	10 95
Giv	en under my hand and official	seal, this	 .	- day	a Pace	Jsch)
	MYC	OMMISSION EXPIRES APRIL 14, 1998	7		Notary Public (AFFIX SEAL)	
МуС	ommission expires				•	
	nstrument was prepared by:			₹n5¹	t * 1995-12779	
					•	
				05	/16/1995-12779	

09:32 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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