Inst # 1995-23510

OS/25/1995-23510
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SHA 55.65

MORTGAGE

011102-20-892745

X If checked, this mortgage secures ruture Advances.
THIS MORTGAGE is made this 23RD day of AUGUST 19 95, between the Grantor,
KEN DYSON AND TEENA DYSON, HUSBAND AND WIFE
(herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION OF ALABAMA
a corporation organized and existing under the laws of ALABAMA whose address is
1845 MONTGOMERY HWY, SUITE 233, HOOVER, AL 35244
(herein "Lender").
The following paragraph preceded by a checked box is applicable.
WHEREAS, Borrower is indebted to Lender in the principal sum of \$ evidenced by Borrower's Loan Agreement dated (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable with the balance of the indebtedness, if not sooner paid, due and payable on;
WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 32,100.00 , or so much thereo as may be advanced pursuant to Borrower's Revolving Loan Agreement dated AUGUST 23, 1995 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 32,100.00 :
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest including any increases if contract rate is variable, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose Borrower does hereby mortgage, grant and convey to Lender the following described property located in SHELBY County, Alabama:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST, AND RUN IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID QUARTER-QUARTER (1/4-1/4) SECTION FOR 143.80 FEET TO A POINT; THENCE 86 DEGREES 32 MINUTES 28 SECONDS RIGHT AND RUN IN A SOUTHERLY DIRECTION FOR 174.08 FEET TO A POINT; THENCE 36 DEGREES 52 MINUTES 20 SECONDS TO THE RIGHT IN A SOUTHWESTERLY DIRECTION FOR 103.40 FEET TO A POINT; THENCE 60 DEGREES 22 MINUTES 20 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION FOR 78.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE 10 DEGREES 57 MINUTES RIGHT IN A SOUTHEASTERLY DIRECTION FOR 130.89 FEET TO A POINT; THENCE 11 DEGREES 22 MINUTES LEFT IN A SOUTHEASTERLY DIRECTION FOR 174.04 FEET TO A POINT; THENCE 49 DEGREES 42 MINUTES 30 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION FOR 331.78 FEET TO A POINT; THENCE 60 DEGREES 23 MINUTES 40 SECONDS LEFT IN A NORTHEASTERLY DIRECTION FOR 239.32 FEET TO A POINT; THENCE 2 DEGREES 28 MINUTES 39 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION

FOR 132.65 FEET TO A POINT; THENCE 8 DEGREES 20 MINUTES 15 SECONDS LEFT IN A NORTHEASTERLY DIRECTION FOR 148.59 FEET TO A POINT; THENCE 108 DEGREES 58 MINUTES 51 SECONDS

CONTINUED ON ATTACHED EXHIBIT A

ORIGINAL

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use of non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note, including any variations resulting from changes in

contract rate and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender

any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under

the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish

to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not

be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a stardard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 16 the Property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

this Security Instrument immediately prior to the acquisition.

DRIGINAL

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given

as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is

prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may

invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15 Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees (not exceeding 15% of the unpaid indebtedness if paid to an attorney who is not an employee of the mortgagee) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 12. Lender shall publish notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument, and (c) any excess to the person or

persons legally entitled to it.

17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waivers. Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

WITNESSES:	1/ -	
M. O. M.	1) en Denon	(SEAL)
Stephen Helms	Ken Dyson	-Borrower
Atal W. Hel	· Deera Dyson	(SEAL)
Stephen Helms	Teena Dyson	-Borrower
STATE OF ALABAMA,Shelby	County ss:	
On this 23rd day of August		on B Vaughan
a Notary Public in and for said County and in said so husband and wife	, whose name(s)are	n and Teena Dyson,signed to the
of the conveyance, executed the same voluntarily	own to me, acknowledged before me that, as their act	being informed of contents
on the date the same bears date. Given under my hand and seal of office this the	23rd day of August	, 1995
My Commission expires: My Commission Expired A	CIU/MOD +	Public Shannon B Vaughar
This Instrument was prepared by (Name)	Alethea S Gilmore	
(Address)	1845 Montgomery Hwy #233	Hoover Al 35244
(C Date- This I	ing Deserved For Lender and Recorder)	

Return To: Household Finance Corporation 577 Lamont Road Elmhurst, IL 60126

EXHIBIT A (PAGE 1)

LEFT IN A NORTHWESTERLY DIRECTION FOR 200.11 FEET TO A POINT; THENCE 94 DEGREES 16 MINUTES 39 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION FOR 135.80 TO A POINT; THENCE 128 DEGREES 40 MINUTES 50 SECONDS LEFT IN A NORTHWESTERLY DIRECTION FOR 82.33 FEET TO A POINT; THENCE 51 DEGREES 19 MINUTES 10 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION FOR 82.81 FEET TO A POINT; THENCE 77 DEGREES 35 MINUTES 59 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION FOR 269.82 FEET TO A POINT; THENCE 42 DEGREES O9 MINUTES 02 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 311.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. ALSO A 50 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST AND RUN IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID

QUARTER-QUARTER (1/4-1/4) SECTION A DISTANCE OF 143.80 FEET TO A POINT; THENCE 86 DEGREES 32 MINUTES 28 SECONDS RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 49.0 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST COURSE FOR A DISTANCE OF 125.08 FEET TO A POINT; THENCE 36 DEGREES 52 MINUTES 20 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 103.40 FEET TO A POINT; THENCE 60 DEGREES 22 MINUTES 20 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 78.43 FEET TO THE POINT OF ENDING.

SUBJECT TO:

TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING, IF ANY.

SUBJECT TO STONE QUARRY RIGHT TO BESSEMER COAL, IRON AND LAND COMPANY ON SOUTHEAST SIDE AS SET FORTH IN DEED RECORDED IN INSTRUMENT #1993-6131. EASEMENT AS RECORDED IN INSTRUMENT #1993-6131. EXCEPT ANY PART OF SUBJECT PROPERTY LYING IN COUNTY ROAD 93. RIGHT OF WAY GRANTED TO SHELBY COUNTY

RECORDED IN VOLUME 222, PAGE 536.

Inst # 1995-23510

OB/25/1995-23510 11:14 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 SWA 66.65

