



JEFFERSON TITLE CORPORATION

This instrument was prepared by

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) MASSEY & STOTSER, P.C.
 1 Medical Park Drive East Suite 200
 (Address) Birmingham, Alabama 35235

Inst # 1996-31751

Inst # 1996-31464

MORTGAGE—**WRAP-AROUND MORTGAGE**

STATE OF ALABAMA

JEFFERSON

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
 ✓ HOWARD NICHOLS and wife, MARY ANN NICHOLS

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to CLARENCE HATCHER AND ASSOCIATES, a corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of SIXTY-FIVE THOUSAND AND NO/100 ----- Dollars (\$ 65,000.00), evidenced by our one promissory note of even date herewith, with a final payment to be due and payable on June 1, 2015, if not sooner paid.

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09/24/1996-31464
 09:36 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 NC3 100.50

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, HOWARD NICHOLS and wife, MARY ANN NICHOLS

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:

See Exhibit "A" attached hereto and made a part hereof as if set forth in full herein for the complete legal description of the property being conveyed by this instrument.

The proceeds of this mortgage loan have been applied toward the purchase price of the property described herein, conveyed to the mortgagors simultaneously herewith.

NOTE: This is a wrap-around mortgage and is subject to that certain mortgage in favor of Real Estate Financing, Inc., dated January 10, 1977, and recorded in Mortgage Book 361, Page 547, in said Probate Office.

NOTE: Purchaser is to maintain payment of insurance and taxes and provide receipts when required by the mortgagee.

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above. .00

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured 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 said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one 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 said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Howard Nichols and wife, Mary Ann Nichols

have hereunto set WE signature S and seal, this 1st day of August, 19 90.
Howard Nichols (SEAL)
HOWARD NICHOLS
Mary Ann Nichols (SEAL)
MARY ANN NICHOLS
(SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that Howard Nichols and wife, Mary Ann Nichols
whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being
informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 1st day of August, 19 90.
My Commission Expires: 9/22/93 John W. Brown Notary Public.

THE STATE of ALABAMA }
Jefferson COUNTY }
I, Johnnie W Brown, a Notary Public in and for said County, in said State,
hereby certify that Howard Nichols + Mary Ann Nichols
whose name as of
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the
contents of such conveyance, he, as as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and official seal, this the 2nd day of August, 19 90
Johnnie W Brown Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1996-31464

09/24/1996-31464

09:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 HCO 108.50

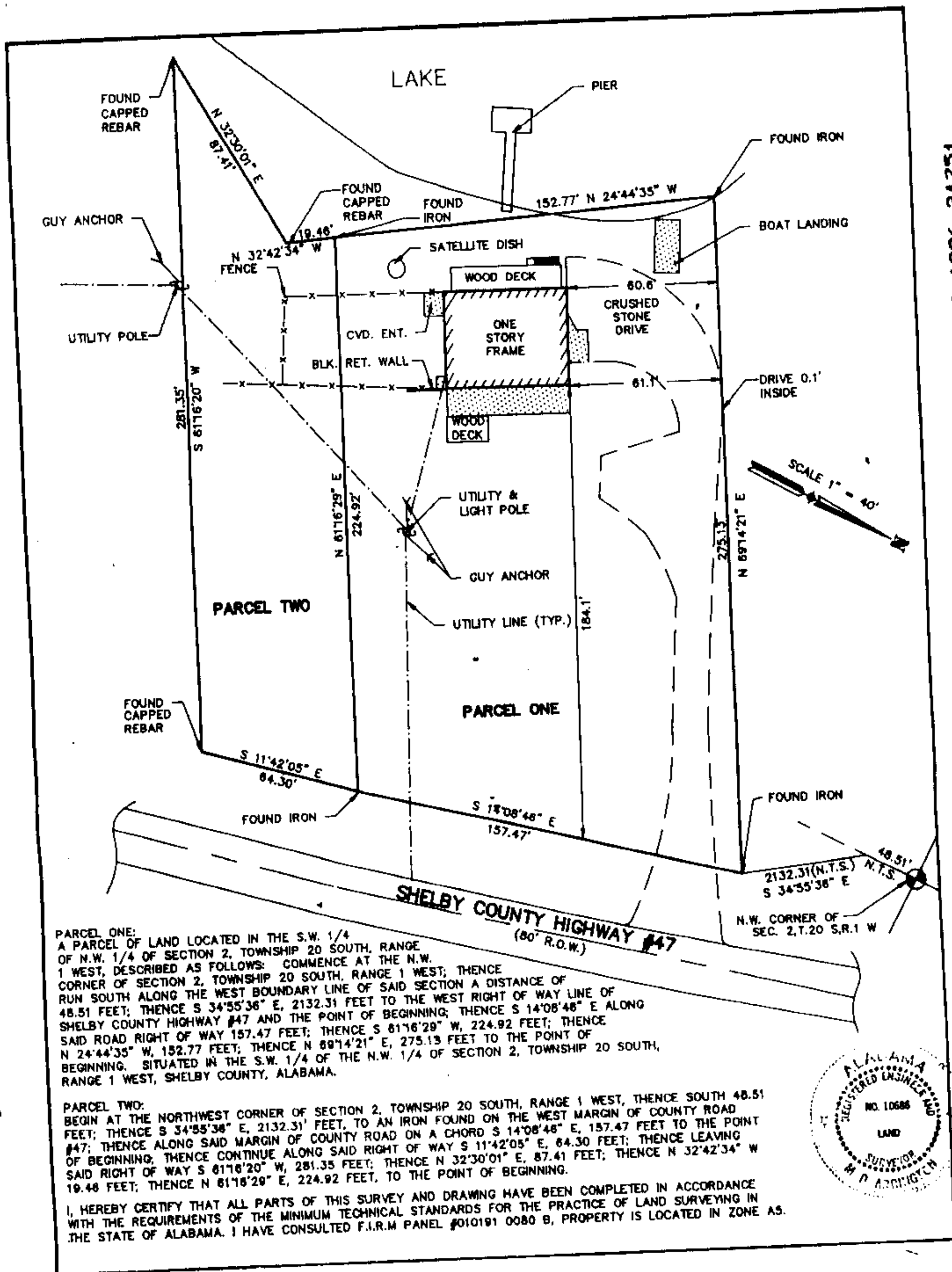
Recording Fee \$

Deed Tax \$

This form furnished by

JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 378-0070



Inst • 1996-31751

**STATE OF ALABAMA
SHELBY COUNTY**

I, M. D. Arrington, a registered Engineer-Land Surveyor, certify that I have surveyed Lot..... Block..... according to the survey of SEE DESCRIPTION ABOVE, as recorded in Map Volume..... Page....., in the office of the Judge of Probate Shelby County, Alabama; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in "a special flood hazard area", that there are no encroachments on said lot except as shown; that improvements are located as shown above; and that the correct address is as follows: 844 HIGHWAY #47
JANUARY 13, 1992
according to my survey of:
Order No. 4240
F. B. 52

M. D. Arrington
M. D. Arrington, Reg. No. 10688 Phone: 985-9315
Arrington Engineering & Land Surveying, Inc.
1828 9th Ave. N.E., Birmingham, AL 35244

09/26/1996-31751
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SHELBY COUNTY JUDGE OF PROBATE
003 HCB .00