

STATE OF ALABAMA, County of SHELBY

This Mortgage made and entered into on this the 10TH day of JANUARY, 19 97, by and between the undersigned, BILLY WADE MARLOW AND WIFE, JANE E. MARLOW, hereinafter called Mortgagors, and

**ASSOCIATES FINANCIAL SERVICES COMPANY OF ALABAMA, INC.**

a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation".

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of EIGHTY FOUR THOUSAND EIGHT

HUNDRED FIFTY ONE DOLLARS AND SEVENTY SIX CENTS-----Dollars (\$ 84851.76).

together with interest at the rate provided in the loan agreement of even date herewith which is secured by this Mortgage.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described loan agreement and the payment and performance of all the covenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that property situated in the County of SHELBY State of Alabama, described as follows, to wit

LOT 12A, ACCORDING TO THE SURVEY OF CHELSEA ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER A DISTANCE OF 252.50 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILROAD; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF A CURVE OF 113 DEGREES, 01 MINUTES, 21 SECONDS, SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES, 04 MINUTES, 17 SECONDS AND A RADIUS OF 3,108.43 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 275.13 FEET TO THE END OF SAID CURVE; THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG THE TANGENT EXTENDED TO LAST DESCRIBED CURVE, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 380.83 FEET TO IT'S INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE TURN AN ANGLE TO THE LEFT OR 156 DEGREES, 18 MINUTES AND RUN IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 597.17 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED REAL PROPERTY IS CONVEYED TOGETHER WITH THAT CERTAIN EASEMENT FROM BARBARA MARIE BOYD TO CHELSEA DEVELOPERS, INC

SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD, IF ANY. ADDRESS: 321 HIGHWAY 39. TAX MAP OR PARCEL ID NO. 09-7-35-0-005-012.

Inst # 1997-01422

01/14/1997-01422  
01:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NCB 140.05

TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except NONE

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

Mortgagors warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances and/or other liens prior hereto, hereinafter collectively called "prior liens," shall be performed promptly when due, but if Mortgagors suffer or permit default under any prior lien, then such shall constitute a default hereunder and Corporation may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Corporation may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Corporation may purchase or pay in full such prior lien, and all sums so expended by Corporation, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Corporation shall not for the purpose of this instrument be construed as satisfying the defaults of Mortgagors under said prior lien.

Included in this conveyance is all heating, plumbing, air conditioning, lighting fixtures, doors, windows, screens, storm windows or sashes, shades, and other fixtures now attached to or used in connection with the property described above.

Unless prohibited under state law, as additional security, Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority, during the continuance of this mortgage agreement, to collect the rents, issues, and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Mortgagee, upon giving written notification to the Mortgagor or his successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Mortgagors promise to pay all taxes and assessments now or hereafter levied on the above described property promptly when due.

Unless otherwise agreed herein, Mortgagors promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurers, and in an amount approved by the Corporation, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Corporation, and delivered to said Corporation, with all premiums thereon paid in full. If Mortgagors fail to provide insurance, they hereby authorize Corporation to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Corporation elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Corporation for the protection or reservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Corporation and Corporation is hereby empowered in the name of Mortgagors to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the loan agreement in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Corporation to Mortgagors; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Mortgagors of making the regular monthly installments as same become due. Provided, however, insurance on improvements shall not be required unless the value thereof is \$300.00 or more and the amount financed, exclusive of insurance charges, is \$300.00 or more.

But this covenant is upon this condition: That if Mortgagors pay or cause to be paid to Corporation the loan agreement above described, and shall keep and perform as required of Mortgagors hereunder, then this covenant shall be void.

But if Mortgagors fail to pay promptly when due any part of said loan agreement, or fail to pay said taxes or fail to pay for and keep in force insurance as agreed or fail to promptly pay and keep current any prior lien, or fail to perform any other covenant hereof, or if all or part of the property is sold or transferred by Mortgagors without Corporation's prior written consent, then or in any of these events, Corporation is hereby authorized to declare the entire indebtedness secured hereunder, immediately due and payable without notice or demand, and take possession of the property above described (or without taking such possession), and after giving three (3) weeks' notice of the time, place and terms of sale by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash in front of the court house door of said county, and may execute title to the purchaser or purchasers and devote the proceeds of said sale to the payment of the indebtedness secured, and if there be proceeds remaining after satisfying in full said debt, same shall be paid to Mortgagors or their order.

In the event of a sale under the power conferred by this Mortgage, Corporation shall have the right and it is hereby authorized to purchase said property at such sale. In the event the above described property is sold under this Mortgage, the auctioneer making such sale or the Probate Judge of said County and State wherein the land lies, is hereby empowered and directed to make and execute a deed to the purchasers of same and the Mortgagors herein covenant and warrant the title so made against the lawful claims and demands of all persons whomsoever.

In the event any prior lien is foreclosed and such foreclosure proceedings bring an amount sufficient to pay in full said prior lien and there remains an excess sum payable to Mortgagors, then Mortgagors do hereby assign their interest in and to said fund to Corporation and the holder of said excess fund is hereby authorized and directed to pay same directly over to Corporation without including the name of Mortgagors in said payment and a receipt by Corporation shall be as binding on Mortgagors as if Mortgagors had signed same themselves and Mortgagors further release the party paying said sum to Corporation, of the necessity of seeing to the application of said payment.

In the event of sale of the property above described under and by virtue of this instrument, Mortgagors and all persons holding under them shall be and become the tenants at will of the purchaser of the property hereunder, from and after the execution and delivery of a deed to such purchaser, with said tenants to be terminated at the option of said purchaser without notice, and Mortgagors and all persons holding under or through Mortgagors removed by proper court proceedings.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to Corporation and credited to the installments to become due on said loan agreement in inverse order, that is, satisfying the final maturing installments first, and the Corporation is hereby empowered in the name of the Mortgagors, or their assigns, to receive and give acquittance for any such award or judgment whether it be joint or several.

It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

Billy Wade Marlow (SEAL)  
BILLY WADE MARLOW  
Jane E. Marlow (SEAL)  
JANE E. MARLOW

STATE OF ALABAMA }  
County of JEFFERSON

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that BILLY WADE MARLOW AND WIFE, JANE E. MARLOW  
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed on the contents of the conveyance, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 10TH day of JANUARY, 1997  
My commission expires 6/25/97 Kenneth W. Battle, Jr.  
Notary Public

STATE OF ALABAMA }  
County of \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the \_\_\_\_\_, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he, as such officer and in full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
01/14/1997-01422  
01:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NC3 140.05  
Notary Public