

MORTGAGE

MORTGAGEE:
AVCO FINANCIAL SERVICES

MORTGAGOR(S):

694905415

THIS INSTRUMENT WAS PREPARED BY MORTGAGEE

OF ALABAMA INC.

2976 PELHAM PKWY STED

PELHAM

ALABAMA

ONNIE LEE SMITH

NAOMI SMITH, WIFE

Mortgagor hereby conveys to Mortgagee, the following described real estate in the County of SHELBY

State of Alabama

SEE EXHIBIT A

09/30/1997-31466
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.65

TOGETHER WITH all buildings and improvements now or hereafter erected thereon, all of which, shall be subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property, all of which is referred to hereinafter as the "premises".

Mortgagor also assigns to Mortgagee all rents, of said premises, granting the right to collect and use the same, with or without taking possession of the premises, during any default hereunder, and during such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees as provided below, upon the indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in a Promissory Note dated 09/25/97, whose final payment is due on 10/03/2001 or as extended or rescheduled by the parties hereto, herewith executed by Mortgagor and payable to the order of Mortgagee to which Promissory Note reference is hereby made; (3) Payment of any additional advances, not in a principal sum in excess of \$ 7087.83 with interest thereon, as may hereafter be loaned by Mortgagee or the then holder of this Mortgage to Mortgagor; (4) The payment of any money with interest thereon that may be advanced by the Mortgagee to third parties where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order: FIRST: To the payment of taxes and assessments that may be levied against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor. SECOND: To the payment of said note in the manner set forth in said note.

TO PROTECT THE SECURITY THEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In events of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied upon said premises. (3) To keep said premises free from all prior liens except the existing first mortgage, if any. (4) To pay when due any prior lien or Mortgage on the premises and, notwithstanding any right or option granted by any prior lien or by any prior lienholder to permit the principal balance of such prior lien to increase, not to permit the principal balance of such prior lien to increase above the balance existing thereon at the time of the making of this Mortgage until this Mortgage shall have been paid in full. (5) In the event of default by Mortgagor under Paragraphs (1), (2), (3) or (4) above, Mortgage, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for any pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (6) To keep the premises in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon, to complete within One Hundred Eighty (180) days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor. (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail to pay said Promissory Note, or upon default in performance of any agreement hereunder, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or assignee or any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will 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, if the amount financed was more than \$300.00, a reasonable attorney's fee not to exceed 15% of the unpaid balance; 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 the then balance 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 said Mortgagor. (2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale. (3) In the event said premises are sold by Mortgagee, Mortgagor, if a signer on the note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale. (4) At any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this Mortgage may (a) consent to the making of any map or plat of said property (b) join in the granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) release without warranty, all or any part of said property. Mortgagor agrees to pay a reasonable fee to Mortgagee for any of the services mentioned in this paragraph. (5) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may, after deducting therefrom all its expenses, including attorney's fees, as provided for on the reverse side, apply the same as provided above for insurance less proceeds. (6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured. (7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing. (8) If Mortgagor shall pay said note at the time in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage. (9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect. (10) Except as provided to the contrary herein, all Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained. (11) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another, but that he is the Borrower hereunder. (12) With respect to the real property conveyed by this Mortgage, each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights except as to garnishment either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof.

IN WITNESS WHEREOF the Mortgagors, have hereunto set S THEIR Signature S and seal, this 25TH day of SEPTEMBER 97

Signed, Sealed and Delivered in the presence of

Witness

Witness

Naomi Smith wife

Mortgagor - Borrower

(SEAL)

Onnie Lee Smith

Mortgagor - Borrower

(SEAL)

THE STATE OF ALABAMA

County

Shelby

I, MARGARET L. HAWKINS

a Notary Public in and for said County, in said State, hereby certify that

whose name NAOMI SMITH and ONNIE L. SMITH SR

ARE known to me, acknowledged before me on this day

that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25TH day of SEPTEMBER, 19 97

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 1, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Margaret L. Hawkins

Notary Public.

EXHIBIT A

Begin at the SE corner of the SW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 2 West; thence North along the East line of said 1/4-1/4 Section 641.50 feet; thence left 91 degrees 00', more or less, in a Westerly direction 542 feet, more or less to an iron pin on the East right of way of U.S. Highway 31; thence right 95 degrees 58' in a Northerly direction along said East right of way 130.50 feet to the South right of way of I-65; thence right 68 degrees 32' in an Easterly direction along said South right of way 53.69 feet; thence right 39 degrees 17' in an Easterly direction along said South right of way 60.90 feet to the point of beginning; thence continue Easterly along said South right of way 158.40 feet; thence right 60 degrees 15' in a Southerly direction 56.00 feet; thence right 95 degrees 58' in a Westerly direction 155.00 feet; thence right 92 degrees 02' in a Northerly direction 119.65 feet to the point of beginning. Less and Except any portion of said property lying in a road right-of-way.

Inst # 1997-31466

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 21.65