dance with its terms

STATE	OF ALABAMA)
COUN	TY OF Shelby)
	THIS MORTGAGE, made and entered into this 2nd day of February 19 98 5, and between
(ber	Harvy <u>Rudolph Crocker and wife. Violet Dalle Crocker</u> rematter referred to as "Mortgagor," whether one or more), and Coosa Pines Federal Credit Union, Coosa Pines, Alabama 35044 (herematter referred to the Mortgagor).
	WITNESSETH:
	WHEREAS, the said Mortgagor is justly indebted to Mortgagee in the sum of
	Twenty Two Thousand Five Hundred Thirty Three and 03/100
(\$	22, 533.03 Dollars as evidenced by a Promissory Note of even date herewith which bears interest as provided therein which is payable in a 2

See Exhibit A attached hereto and made a part hereof by this reference.

Inst # 1998-04400

O2/09/1998-04400
12:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14.50

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall have a veyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns lorever. The Mortgagor covenants with the Mortgagee that the Mortgage is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid, that the Real Estate is free of all enqualibraricals are cept the field of current ad valorem taxes, and the Mortgagor will warrant and forever defend the title to the Real Estate units the Mortgagor are the fawful claims of all persons, except as otherwise herein provided.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to (1) pay promptly when due all taxon assessments, and other hand places on, lover this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate and if default is made in the payment of the Liens, his art, partitional in the Mortgagee, at its option, may pay the same, (2) keep the Real Estate continuously insured, in such manner and in such companies as may be suited only to the Mort tgagee, against loss by lire, vandalism, malicious mischief and other perits usually covered by a fire insurance policy with standard extended coverage make sension. with loss, if any, payable to the Mortgagee, as its interest may appear, such insurance to be in an amount sufficient to cover the debt. The original insurance private and all replacements therefor, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements, therefor in the provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagge. The Mortgagge Needla, rapsigns and pledges to the Mortgagee, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in letter twink for the debt, each and every policy of hazard insurance now or hereafter in letter twink for the debt, each and every policy of hazard insurance now or hereafter in letter twink for the said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy including but not limber? The of the Mortgagor's right, little and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor take to week the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire dent of the formal payor at and this mortgage subject to loreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee divident, the entire debtidue and payable, the mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may, wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, for be credited against the metic or him is election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. At amounts specific, the Mortgagee. for insurance or for the payment of Liens shall become a debtidue by the Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mort Igagor, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and shall bear interest from the date of payment by the Mortgagee until paid at the then current, and the second of the second of the date of payment by the Mortgagee until paid at the then current. rate at said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covernant and agree ment of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights a large most profits, issues and revenues

- 1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now incising or flerenth is predict reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenue.
- 2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof or to any highest event inder the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof or to any highest event in the tereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof in the domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagee to execute and discovery valid acquitations for, appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in the such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof in received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agreed that it event that any provision or clause of this Mortgage or of the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage and the Promissory Note are severable and that if any conformation or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceability shall not affect any other provision hereof.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon and all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

"一个",在"大手",就是我们也不是我的。"这一个","这一个","我们,我们就是我们的一个,我们就是我们的,这个一个,这个不是我们的,这个一个,我们就是这个一

If all or any part of the Real Estate or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordnate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may at Mortgagee is option, declare all of the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have warved such option to accelerate if prior to the sale or transfer, Mortgages and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactiony to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may the waived lattered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any part, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the debt (which debt includes the indebtedness evidenced by the Promissory Note it eremations refer red to and any or all extensions and renewals thereof and any interest due on such extensions and renewals) and all other indebtedness secured hereby and reimburget. the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of Mortgager's obligations under this mortgage, this conveyance shall be null and void. But if (1) any warranty or representation made in this mortgage is breached or proves false in any material respect (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage. (3) default is made in the payment to the Mortgagon of arry sum paid by the Mortgagee under the authority of any provision of this mortgage. (4) the debt, or any part thereof, remains unpaid at maturity. (5) the interest of this Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance (6) any statement of lien is filed against the Real Estate or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based). (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt or permitting or authorizing the deduction of any such tax from the principal or interest of the debt, or by virtue of which any tax lien or assessment upon the Real Estate shall be chargeable. against the owner of this mortgage, (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction. (9) More tgagor or any of them (a) shall apply for or consent to the appointment of receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of sex 1: Mongagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mongagor's insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mongagor's insthility, generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or at rangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of, or consent to, or default in answering a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings, or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorgaization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor, then, upon the happening of any one or more of said exents. at the option of the Mortgages, the unpaid balance of the debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty or e days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Flua-Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said county. sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney sifeet securities to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, thens or other encumbrances, with in terest thereon, third, to the payment in full of the balance of the debt and interest thereon, whether the same shall or shall not have fully matured at the date of said hale. but no interest shall be collected beyond the day of sale and any unearned interest shall be credited to the Mortgagor, and fourth, the balance if any ito be paid to parh, or parties appearing of record to the owner of the Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Reat Estate if the highest bidder therefor. At the foreclosure sale the Rigar Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgague man. elect. The Mortgagor agrees to pay all costs, including reasonable attorney's lees, incurred by the Mortgagee in collecting or securing or aftempting to collect or securing the debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such ken or encumbrance, and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale containing herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase moriey. In the over 1 of a sale hereunder, the Mortgagee, or the owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mor tgagor a deed to the Real Estate

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 reduces persons. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned shall bind the heirs, personal representatives, successors and assigns every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) ex	Harry Masoran Const	A3A)
	Harvy/Rudolph Crocker Violet Dale Crocker	(SEAC)
		(SEA.
		:SEAI

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF **Talladega**

Harvy Rudolph Crocker and wife, Violet Dale Crocker

whose name(s) **K** (are) signed to the foregoing instrument, and who **K** (are) known to me, acknowledged before me on this day that, being informed of the content. If whose name(s) **K** (are) signed to the foregoing instrument, and who **K** (are) known to me, acknowledged before me on this day that, being informed of the content. If the **Y** is executed the same voluntarily on the day of same bears date.

Given under my hand and official seal this 2nd day of February

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY

Name

Proctor and Vaughn Post Office Box 2129 Sylacauga, Alabama 35150

Address

EXHIBIT A

Lots 1 and 2 of L. N. Wyatt Subdivision No. 1 according to the map recorded in Map Book 3 on Page 129, described more particularly as follows: a part of the Northwest quarter of the Northwest quarter of Section 34, Township 19, Range 2 East, Shelby County, Alabama, located by its bounds as follows; Commence at the Southeast corner of the Southeast quarter of the Northwest quarter of said section and run West along said forty line 226 feet more or less to the East line of Florida Short Route Highway; thence run Northwesterly along said highway 2621 feet; thence continue Northwesterly along said highway 260 feet to point of beginning of lots herein described; thence run in a Northeasterly direction, along the Northwest side of Reames lot and perpendicular to said highway right of way for 200 feet; thence run North 49° 30' West and parallel with said highway for 200 feet; thence run in a Southwesterly direction along the Southeast side of Rich lot and perpendicular of said highway 200 feet; thence run in a Southeasterly direction along said highway right of way for 200 feet to the point of beginning.

SIGNED FOR IDENTIFICATION:

Harvy Rudolph Crocker

Violet Dale Crocker

45.1321

Inst # 1998-04400

02/09/1998-04400 12:21 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 14.50