

ALABAMA

PMLH  
PMSH

22-22-6-0395280  
22-22-7-0016129

## MORTGAGE

THE STATE OF ALABAMA,  
SHELBY COUNTY,

Inst # 1999-41942

10/08/1999-41942  
09:18 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 17.00

Know all Persons by These Presents:

That whereas the undersigned

HARRY T. NICHOLS, JR. and wife, KELLI MUSSO NICHOLS

of the city of Alabaster county of Shelby and State of Alabama  
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto the Secretary of Veterans Affairs, an  
Officer of the United States of America, whose principal office and post office address is Department of Veterans Affairs,  
Washington, D.C. 20420, and successors in such office, as such, and his/her or their successors and assigns, party of the second  
part (hereinafter called the Mortgagee), in the full sum of  
One Hundred Twenty-Four Thousand, Five Hundred and 00/100 Dollars  
(\$ 124,500.00 ), money lent and advanced, with interest at the rate of SEVEN AND ONE HALF  
per centum (7.50 %), per annum until paid, for which amount the Mortgagor has signed and delivered unto the said  
Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the  
office of the Loan Guaranty Officer, Department of Veterans Affairs Regional Office, 345 Perry Hill Road, Montgomery,  
Alabama 36109, or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor in monthly  
installments of Eight Hundred Seventy and 52/100 Dollars  
(\$ 870.52 ), commencing on the 1st day of December , 1999 , and continuing on the 1st  
day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and  
interest, if not sooner paid, shall be due and payable on the 1st day of November , 2029 .

Whereas the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of  
principal, interest, and monthly payments thereafter provided for, and any additional indebtedness accruing to the Mortgagee  
on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor  
HARRY T. NICHOLS, JR. and wife, KELLI MUSSO NICHOLS  
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt  
payment of said indebtedness as it becomes due I/we the said  
HARRY T. NICHOLS, JR. and wife, KELLI MUSSO NICHOLS  
do hereby grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property situated in  
SHELBY County, Alabama to wit:

Lot 25, according to the Survey of park Forest, 3rd Sector as recorded in Map  
Book 16, Page 101 in the Probate Office of Shelby County, Alabama.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits of the above-described  
property (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits, until  
default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described and in  
addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the  
realty, and are a portion of the security for the indebtedness herein mentioned: NONE.

THIS IS A PURCHASE MONEY MORTGAGE.

**THIS LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR  
APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR  
ITS AUTHORIZED AGENT, SUCCESSORS, OR ASSIGNS.**

This instrument prepared by:

Henry E. Gipeon, III  
Loan Guaranty Officer  
United States Department of Veterans Affairs  
Montgomery, Alabama

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the Mortgagee and assigns of the Mortgagor forever.

And the Mortgagor hereby covenants that I am/we are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whatsoever.

**THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:**

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, as trustee (under the terms of this trust as hereinafter stated) on the installment due date of each month until said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, fire and other hazard insurance premiums;
- (II) interest on the note secured hereby; and
- (III) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee as trustee for ground rents, taxes, assessments, and insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor for such items, or at Mortgagee's option as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as trustee any amount necessary to make up the deficiency within (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. If the Mortgagee shall be made a party to any condemnation proceedings or to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, or if this mortgage be foreclosed in Chancery or under the power of sale hereinafter provided for, or if an action be brought for breach of any obligation hereunder, the Mortgagor will pay, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable. Any proceeds from Condemnation awards shall be applied to reduce the amount of the principal debt at the option of Mortgagee.

5. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep the premises and the improvements thereon in good condition, and to pay all taxes and assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

6. Mortgagor will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. If the Mortgagor fails to insure the property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the property, or fails to pay immediately and discharge any all liens, debts, and charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and pay said taxes, assessments, debts, liens, and charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness from date paid or incurred, and at the option of the Mortgagee, shall be immediately due and payable.

8. That upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note(s) for the sum(s) advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

9. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance of the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

10. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

11. If the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceedings or shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this mortgage subject to foreclosure; and in such event the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Courthouse door in the city of Columbiana County of Shelby Alabama, at public outcry, for cash, first said notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

12. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: First, to pay the expenses of advertising and selling, including the attorney's fees, provided for in paragraph 4 hereof; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and other charges, liens, or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to the Mortgagor.

13. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon, the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

14. Mortgagor will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color, sex, handicap, familial status, or national origin.

15. The indebtedness evidenced by the note first described above and by this mortgage represents the unpaid balance of the purchase price due by the Mortgagor to the Mortgagee for the purchase price of the property herein conveyed, and this is a purchase money mortgage.

16. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, the Mortgagee may proceed to collect the rent, income, and profits from the premises, either with or without the appointment of a receiver. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

17. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the law.

18. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established either pursuant to the provisions of section 3714 (formerly 1814) of chapter 37, title 38, United States Code, or by the loan holder if the loan has been sold without recourse.

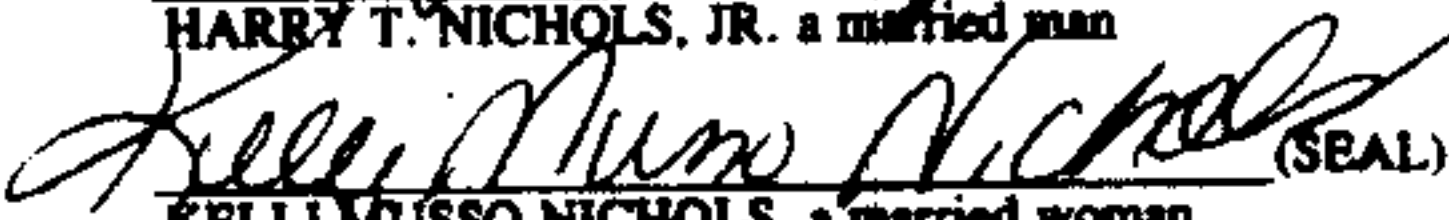
19. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns, of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term, "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable to the Department of Veterans Affairs at the time of transfer. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument and shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee hereof, the full indebtedness shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(b). The assumer is not obligated to pay this fee if the Department of Veterans Affairs has sold this loan without recourse.

Upon application for approval to allow assumption of this loan, a processing fee may be charged by the Department of Veterans Affairs or its successors or assigns for determining the creditworthiness of the assumer and subsequently revising the ownership records when an approved transfer is completed. The amount of this charge shall not exceed \$300.

Given under our hands and seals this the 7th day of October, 1999

  
HARRY T. NICHOLS, JR. a married man (SEAL)

  
KELLI MUSSO NICHOLS, a married woman (SEAL)

Inst # 1999-41942 (SEAL)

10/08/1999-41942  
09:18 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJI 17.00

STATE OF ALABAMA,

JEFFERSON ,

COUNTY }

I, the undersigned, a notary public in and for said county, in said State, hereby certify that HARRY T. NICHOLS, JR. and wife, KELLI MUSSO NICHOLS whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they has/have executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 7th day of October, 1999

  
Notary Public

My Commission Expires August 10, 2001

STATE OF ALABAMA

MORTGAGE

HARRY T. NICHOLS, JR.

and wife,

KELLY MUSSO NICHOLS

TO

SECRETARY

OF

VETERANS AFFAIRS

THE STATE OF ALABAMA,

SHELBY

COUNTY

I, Judge of the Probate Court of said County, do hereby certify

that the foregoing conveyance was filed for registration

in this office on the

day of

, and was recorded in Vol.

, Record of Deeds,

pages

, on the

day of

Judge of Probate.

Fee