Ala: (3180) This instrument was prepared by: NAME A. Vincent Brown, Jr., Esq. ADDRESS 510 North 18th Street, Bessemer, Alabama 35020 SOURCE OF TITLE ELLERY W. COMMINGS AND WIFE PELICIA A. CUMMINGS 473 воок ____ 335 8 MORTGAGE KNOW ALL MEN BY THESE PRESENTS: That Whoreas. STATE OF ALABAMA COUNTY__SHELBY ELLERY W. CURRINGS AND WIFE FELICIA A. CUMMINGS (hereinafter called "Mortgagors", whether one or more) are justly indebted to First Family Financial Services, Inc. SEVENTY THREE THOUSAND SIX HUNDRED SEVEN AND 22/100-73,607.22 1. Dollars, together with finance charges as provided in said Note And Security Agreement specuted on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And Whereas, Mortgagors agree, 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, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the _ County, State of Alabama, to wil Mortgages the following described real estate, situated in _____SHELRY EXRIBIT "A" IS ATTACHED Inst + 1999-44162

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This mortgage and lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the extent even in excess thereof of the principal amount hereof.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

I if the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol

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In the Office of the Judge of Probate of County, Alabama, but this mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within mortgage will not be subordinated to any advances secured by the above described prior mortgage, if said advances are made after today's date. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage in the givent the within Mortgagor should fell to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee herein may, at its option, declars the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on tenall of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by shall entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclosure this mortgage.

the mortgage may be paid in full at any time on or before due date.

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

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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 takes 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 teep the improvements on said real estate insured againsts loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in compenies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee's interest may appear, and to promptly delifer used policies, or any renewal of said 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 amount 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 at the same interest rate as the indebtedness secured hereby from date of payment by said Mortgagee, or assigns, and be at once due and payable.

UPDN CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended, 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 properly become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured him in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of peet due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed but with or without first taking passession, after giving thirty days' notice, by publishing once a week for three consecurive weeks, the time, place and terms of sale, by publishing 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 Heuse door of seld 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 educatising, setting and convisying insurence, taxes, or other incumbrances, with interest thereon. Third, to the payment of seld indebtedness in full, whether the same shall or shell not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale, and Fourth, the belance, 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

The understand SEXIBLY COUNTY The understand EXLERY W. COMMINGS AND WIFE FELICIA A. CIRMINGS whose names ago igned to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who mean bear date Conveyance they excited the same voluntarity on the day the same bear date Coven under my hand and official seat this 23TH Notary Public Notary Public Respond to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who mean bear date Coven under my hand and official seat this 23TH Notary Public Respond to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who mean bear date Coven under my hand and official seat this 23TH Notary Public Respond to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who mean bear date Coven under my hand and official seat this 23TH Notary Public Respond to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who mean bear date Coven under my hand and official seat this 23TH Notary Public Respond to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged before me on this day, that being who are known to me acknowledged		If the highest bidder therefore the undersigned Mortgagors		to set their signatur	es and seals this	25TH	day o
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LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN MONTEVALLO IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 03/27/91 AND RECORDED 03/28/91, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS: BOOK 335 PAGE 473

A LOT OR PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3 TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SOUTH BOUNDARY OF COUNTY HIGHWAY NO. 10 ON THE EAST BOUNDARY OF PARCEL CONVEYED TO AGNES CUMMINGS, SAID PARCEL DESCRIBED AND RECORDED IN DEED BOOK 222 PAGE 983 IN THE PROPACE RECORDS OF SHELBY COUNTY AND SAID POINT BEING 513.1 FEET NORTH OF THE SE CORNER OF SAID TRACT; THENCE RUN NORTH 79 DEGREES 40 MINUTES WEST ALONG SAID HIGHWAY BOUNDARY 213.5 FEET THENCE RUN SOUTH 191 FEET; THENCE RUN SOUTH 33 DEGREES 10 MINUTES EAST 311.5 FEET; THENCE RUN NORTH 177.7 FEET TO THE FOUNT OF BEGINNING.

Inst # 1999-44162

10/27/1999-44162
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