

This instrument was prepared by:

NAME A. Vincent Brown, Jr., Esq.

ADDRESS 510 North 18th Street, Bessemer, Alabama 35020

SOURCE OF TITLE TONY W. GOTHARD AND WIFE DENISE GOTHARD

BOOK 1994

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MORTGAGE

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

TONY W. GOTHARD AND WIFE DENISE GOTHARD

(hereinafter called "Mortgagors", whether one or more) are justly indebted to First Family Financial Services, Inc.

(hereinafter called "Mortgages", whether one or more) in the sum of TWENTY SEVEN THOUSAND FOUR HUNDRED NINETY FOUR AND 66/100 Dollars 27494.66

(\$ 27494.66 Dollars, together with finance charges as provided in said Note And Security Agreement executed 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 Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: AT THE NW CORNER OF SAID SE 1/4 OF THE NE 1/4 AND RUN THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF SAID 1/4 1/4 SECTION A DISTANCE OF 115 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MOONEY ROAD; THENCE CONTINUE IN THE SAME DIRECTION ALONG THE WESTERN BOUNDARY OF SAID 1/4 1/4 SECTION A DISTANCE OF 319 FEET TO POINT OF BEGINNING OF THE LAND CONVEYED, FROM THE POINT OF BEGINNING OF THE LAND HEREIN CONVEYED RUN THENCE NORTH ALONG THE WESTERN BOUNDARY OF SAID 1/4 1/4 SECTION A DISTANCE OF 319 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE MOONEY ROAD; THENCE TURN TO THE RIGHT AND RUN EASTERLY ALONG THE SOUTHERN RIGHT OF WAY LINE OF THE MOONEY ROAD A DISTANCE OF 261 FEET TO A POINT; THENCE TURN TO THE RIGHT AND RUN IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION A DISTANCE OF 110 FEET ALONG A FENCE LINE TO A POINT ON SAID FENCE LINE WHERE THE DIRECTION THEREOF CHANGES, WHICH SAID POINT ON SAID FENCE LINE BEING 259 FEET FROM THE POINT OF BEGINNING OF THE LAND HEREIN CONVEYED; THENCE TURN TO THE RIGHT AND RUN IN A STRAIGHT LINE

A DISTANCE OF 259 FEET TO POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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.

If the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol. 1997 at Page 14382

In the Office of the Judge of Probate of SHELBY 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 event the within Mortgagor should fail 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, declare 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 behalf 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 this mortgage, and shall bear interest from date of payment by the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and 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

T.W. A W.S.

Inst # 1999-44560

10/29/1999-44560
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MS 32.25

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 taxes 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 keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee's interest may appear, and to promptly deliver said 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

UPON 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 property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then 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 past 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 possession, after giving thirty 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 such attorney's fees as are allowed by law; 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 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 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

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals this 26TH day of

OCTOBER 1999

"CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

Tony W. Gothard (SEAL)
TONY W. GOTHARD
Denise Gothard (SEAL)
DENISE GOTHARD

THE STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,

hereby certify that TONY W. GOTHARD AND WIFE DENISE GOTHARD

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 26TH day of OCTOBER 1999

10/29/1999-44560
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HWS 52.25

Notary Public [Signature]
11-28-99

MORTGAGE

TO

THE STATE OF ALABAMA

County

OFFICE OF JUDGE OF PROBATE

1. Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the

19 at o'clock M. and duly recorded in Mortgage Book No. Page

Given under my hand this day of 19

Judge of Probate

AMOUNT OF FEES

For Recording \$
For Taxes \$
TOTAL \$

Judge of Probate

Inst # 1999-44560