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## MORTGAGE

This Mortgage (Security Instrument) is given on Sept. 21, 2000. The grantor is Aaron Hagwell (Borrower). This security instrument is given to Calvin Dale Cartwright Jr.

~~which is organized and existing under the laws of~~  
and whose address is 3293 Norwood Court Duluth Georgia 30096  
(lender). Borrower owes lender the principal sum Dollars (U.S. \$ 70,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on \_\_\_\_\_. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot Nos. 12, 13, 14 in Block No 2 per W.J. Maxwell Subdivision of N 1/2 of NE 1/4 of section 2, township 21, Range 3 west, as shown by map of same recorded in map book 3, page 71 in the Probate Office of Shelby County, Alabama. Said lots fronting Nickerson Street 100 feet and extending back north of uniform width 100 feet and extending back north of uniform width 100 feet, with the Southeast corner of said lot #14 being 180 feet west of the west right of way line of the L & N railroads north bound tracks.

Inst # 2000-34271

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SHELBY COUNTY JUDGE OF PROBATE  
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This is a second mortgage junior and subservient to that certain mortgage dated \_\_\_\_\_, of record in BK. 3, page 71, in the Judge of Probate Division of the probate office of Shelby county, Alabama.

which has the address of 204 + 210 2nd Place SW. Alabaster  
Alabama 35127 (Property Address);

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security Instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser

if Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks In a newspaper published in \_\_\_\_\_ County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or Its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, Including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (a) any excess to the person or persons legally entitled to it.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower waives all rights of homestead exemption In the Property and relinquishes all rights of curtesy and dower in the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable box(es)]

Adjustable Pate Aider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and deitgered in the presence of:

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower Seal)

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

STATE OF ALABAMA, Shelby County:

On this 28 day of Sept, 2000, I, Irene Henry  
a Notary Public in and for said county and in said state, hereby certify that Aaron Harwell

whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as \_\_\_\_\_ act on the day the same bears date.

Given under my hand and seal of office this the 28 day of Sept 2000

My Commission expires:

\_\_\_\_\_  
Notary Public

This instrument was prepared by:

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