

THIS INSTRUMENT PREPARED BY:

NAME: William H. Halbrooks

ADDRESS: 1 Independence Plaza, Suite 704

Inst # 2002-00889

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

**State of Alabama**

Jefferson

COUNTY

01/04/2002-00889  
03:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CH 155.00

~~Know~~ All Men By These Presents, that whereas the undersigned Noah R. Burnham and wife, Angie Burnham justly indebted to Deborah A. Harper in the sum of Ninety Thousand and no/100-----Dollars evidenced by one promissory note of even date herewith according to the terms and conditions of said note

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

~~Now~~ Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Noah R. Burnham and wife, Angie Burnham do, or does, hereby grant, bargain, sell and convey unto the said Deborah A. Harper (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 31, according to the Survey of Willow Cove Phase 2, as recorded in Map Book 24, Page 49, in the Probate Office of Shelby County, Alabama.

This is a Purchase Money Mortgage.

See attached Real Estate Mortgage Wrap-Around Provisions which is incorporated herein and made a part thereof.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale, First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-



REAL ESTATE MORTGAGE WRAP-AROUND PROVISIONS

It is understood that the mortgaged property is subject to a certain mortgage (the "first mortgage") held by Regions Mortgage Inc. (the "first mortgagee") having an unpaid principal balance as of December 12, 2001, ~~by~~ of \$ 87,066.91, payable in        equal monthly installments of \$        each. With respect to the first mortgage, the mortgagors and mortgagees agree as follows:

1. That the mortgagor will pay directly to the mortgagee, its successors and assigns, the installments of principal and interest and any other sums required by the first mortgage in accordance with the terms of the note hereby secured and will not make payment whatsoever directly to the first mortgagee or request any release, partial release, amendment or other modification of the first mortgage without the prior written consent of the wrap-around mortgagee, its successors and assigns;

2. That the mortgagor will render such performance to the wrap-around mortgagee as may be required of the mortgagor by the terms of the first mortgage;

3. If an event of default shall have occurred hereunder or under the first mortgage, in addition to any other rights and remedies available to the wrap-around mortgagee, the wrap-around mortgagee may, but need not, make any payment or perform any act required under the first mortgage, in any form and manner deemed expedient by the wrap-around mortgagee, and may, but need not, make full or partial payments of principal or interest on the first mortgage, and purchase, discharge, compromise or settle the first mortgage and in the event the wrap-around mortgagee shall make any such payments to the first mortgagee, the wrap-around mortgagee shall be subrogated to the rights of the first mortgagee against the mortgagor and the property which is subject to the first mortgage;

4. If for any reason, other than the wrap-around mortgagee's failure to make payments of installments on the first mortgage, as hereafter provided, the indebtedness secured by the first mortgage is accelerated or the mortgaged property or any part thereof is sold, or attempted to be sold, pursuant to such first mortgage, whether by power of sale, judicial action or otherwise, or any remedial action or proceeding is taken or instituted in respect of the mortgaged property or any part thereof under the first mortgage, the mortgagor will indemnify and hold the wrap-around mortgagee harmless from any loss, cost or expense incurred by the wrap-around mortgagee, including reasonable attorney's fees, (i) in contesting any such action taken or instituted or in attempting to reinstate such first mortgage, or (ii) incurred by the wrap-around mortgagee on account of the acceleration of the first mortgage, the sale

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of the mortgage property pursuant thereto or the wrap-around mortgagee's purchase or payment of the first mortgage;

5. In consideration of the execution and delivery of the note secured by this mortgage, the wrap-around mortgagee agrees to pay the installments of principal and interest and other sums required as the same become due under the first mortgage, but only from, and to the extent of, the payments of principal and interest and other sums required as the same become due under the first mortgage received by the wrap-around mortgagee on the note hereby secured. The foregoing obligation shall in no event include in respect to the first mortgage any penalty or premium, or any amounts required to be paid in addition to principal or interest or any installments of principal or interest which become due by acceleration, except any such penalty, premium or amounts required to be paid as a direct result of the wrap-around mortgagee's failure to perform its obligations hereunder.

6. That in the event the mortgagee, through no fault of the mortgagor, fails or refuses to pay the payments of principal and interest and other items required by the first mortgagee in a timely and proper manner, the mortgagor may, after written notice to the mortgagee, make the required payments to first mortgagee and deduct from scheduled payments to mortgagee.

7. Notwithstanding any other provisions in this mortgage, if pursuant to the first mortgage, insurance proceeds in respect of any damage or destruction or any award or payment applicable to a taking by eminent domain is applied against the note secured by the first mortgage, the wrap-around mortgagee may forthwith declare the note hereby secured due and payable at any time thereafter unless the mortgaged property remaining after any such taking or damage or destruction is sufficient in the wrap-around mortgagee's sole judgment to adequately secure the payment of the note hereby secured;

8. The references contained in this mortgage to the obligations of the mortgagor or the wrap-around mortgagee (now existing or hereafter arising) to pay any sum or sums owing on the first mortgage shall not constitute an assumption of personal liability for any such payment or the agreement by the mortgagor or the wrap-around mortgagee as between the mortgagor and the wrap-around mortgagee only, and shall not in any way modify the obligations of the mortgagor to any first mortgagee beyond the obligations of the mortgagor under any existing agreement with the first mortgagee.

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