



To have and to hold the Premises hereby granted to the use, benefit and behoof of the Mortgagee, forever.

Conditioned, however, that if Mortgagor shall pay or cause to be paid to Mortgagee, at its location at 1669 Mission Hills Road, Montevallo, Alabama 35115, or at such other place **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00)** which may hereafter be designated by Mortgagee, its or their successors or assigns, the principal and accrued interest, then these presents shall be void, otherwise to remain in full force and effect.

It is understood and agreed that the Note may be prepaid at any time without penalty.

Mortgagor warrants that Mortgagor has good, absolute and marketable title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right and authority to mortgage and give security upon all Premises;; and that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever.

And Mortgagor Further Covenants and Agrees With Mortgagee as follows:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness as in the Note and this mortgage provided. The Secured Indebtedness shall bear interest at the rate of Twelve percent (12%) and shall be payable in a lump sum payment due upon the sale of the property and residence described more particularly above as Lot 976.
2. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby;
3. Upon the occurrence of any one of the following events (herein called an "Event of Default"):
  - (i) should Mortgagor fail to pay the full payment of interest and principal upon sale of the property and residence herein described as Lot 976;
  - (ii) should any claim of priority to this mortgage by title, lien or otherwise be asserted in any legal, administrative or equitable proceeding;
  - (iii) should Mortgagor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or of any of Mortgagor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor be adjudicated a bankrupt or insolvent, or should Mortgagor if a corporation. be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;
  - (iv) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this mortgage, or in the Note, or in any other instrument securing this loan or related thereto;
  - (v) should foreclosure proceedings (whether judicial or otherwise) be instituted on any mortgage or any junior lien of any kind secured by any portion of the Premises;

Then and thereupon Mortgagee may immediately do any one or more of the following, time expressly being made of the essence herein:

- (i) declare the note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, liens, costs, expenses and attorney's fees herein specified, to be due and collectible at once, by foreclosure or otherwise and further pursue prosecution related to non-sufficient checks written to Mortgagee by Mortgagor;
- (ii) sell the said property hereby conveyed at auction for cash, at the County Courthouse door in the County in which the property is located, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said County, and execute proper conveyance to the purchaser and out of the proceeds of said sale the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagee, its successors, assigns, agents, or attorneys are hereby authorized and empowered to purchase said property the same as if they were strangers to the conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

It is hereby agreed that the said Mortgagee, or his successor or substitute, may sell said mortgaged property either as a whole, or in lots or parcels as may seem expedient to the Mortgagee (all rights to a marshaling of the assets of Mortgagor, including the property hereinabove described, being expressly and specifically waived herein by Mortgagor, on behalf of itself, its heirs, assigns and legal representatives) and after said sale as aforesaid, said Mortgagee, or his successor or substitute, shall make, execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds to the property so sold in fee simple, and shall receive the proceeds of said sale and out of same shall make application thereof as herein before provided, whether said property be sold as a whole or in lots or parcels. It is further specifically agreed that should the said Mortgagee, his successor or substitute, elect to sell said property in lots or parcels separately, in any such event the effect and validity of this instrument shall remain in full force and effect as to the remaining unsold portion or portions of said property, and the said Mortgagee, his successor or substitutes, shall have the right to exercise his privileges and powers under this instrument to advertise or readvertise any remaining unsold lots or parcels of said property on any subsequent sale date from time to time until the property herein mortgaged has all been sold, or until the entire indebtedness secured hereby is fully paid.

4. Mortgagor, for himself and family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Alabama in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Mortgagor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

5. Mortgagor shall keep the premises free from all subsequent liens.

6. Mortgagee shall have the right from time to time to sue for any sum required to be paid under the terms of this mortgage, as the same become due, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

7. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this mortgage, the Note, or any other instrument securing this loan, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided

at law. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

8. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Mortgagee.

9. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing. Mortgagee may, at any time and from time to time, either before or after the maturity of the note, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; or (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

10. Mortgagor hereby agrees to indemnify and hold harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) Mortgagor's or the Premises's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (ii) any other matter related to environmental conditions on, under or affecting the Premises. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, any subsequent sale or transfer of the Premises, and all similar or related events or occurrences.

11. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

12. If any provision of this Mortgage, the Note, or any other instrument securing this loan, shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

13. This mortgage is executed and delivered in, and its terms and provisions are to be governed by, the laws of the State of Alabama.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

In Witness Whereof, the Mortgagor has caused this instrument to be executed as of the day and year first above written.

KEITH D. MARTIN

*Keith D. Martin*

SARAH N. MARTIN

*Sarah N. Martin*

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KEITH D. MARTIN and SARAH N. MARTIN, 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.

Given under my hand and official seal, this the 29<sup>th</sup> day of March, 2002.

*[Signature]*  
Notary Public  
My Commission Expires: 6-5-2003

Inst # 2002-17832

04/16/2002-17832  
04:44 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CH 59.00