

THIS INSTRUMENT WAS PREPARED BY:

Jane L. Calamusa
ROSEN, COOK, SLEDGE, DAVIS,
CADE & SHATTUCK, P.A.
2117 Jack Warner Parkway
Tuscaloosa, AL 35401

SOURCE OF TITLE: Deed: Instrument Number 20031016000694880

THE STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned, **Harry E. Lee, married, and Georgia Sue Lee, married**, (hereinafter jointly and severally called "Mortgagor") has become justly indebted to **Union Planters Bank, N.A.** (hereinafter called "Mortgagee") in the principal sum of Ninety-Two Thousand Four Hundred Twelve and 49/100 (\$92,412.49) Dollars, the said principal to be payable, at Union Planters – Collections, P. O. Box 221, Memphis, TN 38101 as follows:

Monthly installments of \$100.00 each by the 25th day of each month beginning on September 25, 2004 through August 25, 2005.

Monthly installments of \$400.00 each by the 25th day of each month beginning on September 25, 2005 through August 25, 2006.

Monthly installments of \$600.00 each by the 25th day of each month beginning on September 25, 2006 through August 25, 2007.

Monthly installments of \$800.00 each by the 25th day of each month beginning on September 25, 2007 through August 25, 2008 at which time the balance due shall be paid in full and at which time this Mortgage shall be released.

Now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to

secure the payment of not only said indebtedness, but all other sums advanced to protect the security of this mortgage; the performance of the covenants and agreements herein contained, all other amounts hereinafter set out, any future loans or advances, with interest thereon, and any renewal or renewals of note or notes for present or future indebtedness, **Mortgagor** does hereby Grant, Bargain, Sell and Convey unto the said **Mortgagee**, its successors and assigns, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

Lot 25-A, according to the Resurvey of Lot 25-26 Davenport's Addition to Riverchase West Sector 2 as recorded in Map Book 8, Page 11, in the Probate Office of Shelby County, Alabama.

**Property Address:
632 Mountain Laurel Court
Birmingham, AL
Shelby County, Alabama**

Together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with said premises with all rights, privileges, and appurtenances thereunto belonging or in anyway appertaining unto the said Mortgagee, its representatives, successors and assigns forever. And said Mortgagor hereby covenants that Mortgagor is seized in fee and possessed of said property and that Mortgagor has a good right to convey the same as aforesaid; that said property is free from all encumbrances except the following mortgages:

1. Mortgage in the amount of \$72,800.00 given to Ameriquest Mortgage Company on February 18, 2004, recorded as Instrument Number 20040526000281260 in the Probate Court of Shelby County;

and that Mortgagor will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of the security given by this instrument.

2. The Mortgagor agrees to pay all taxes that may be assessed upon said property or upon the Mortgagee's interest therein or upon this mortgage or the moneys secured hereby, any law to the contrary, notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

3. The Mortgagor agrees to keep any and all improvements on said property insured against fire, windstorm, other casualties normally insured against; loss, if any, payable to the Mortgagee as Mortgagee's interest may appear under Standard Mortgage clause without contribution, and to deposit said insurance policies, premium paid, with the Mortgagee. In case of loss and payment by

an insurance company, the proceeds of all such insurance policies shall be applied, at the Mortgagee's election, on the indebtedness secured hereby or in rebuilding or restoring the property.

4. If the Mortgagor fails to insure said property as herein above provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, or fails to pay the items hereafter provided in Paragraph 9, the Mortgagee may at their option insure said property and/or pay said taxes, assessments, debts, liens and/or charges, or any items secured hereby, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be also secured by this mortgage, shall bear legal interest from date paid or incurred, and shall be immediately due and payable, if the Mortgagee elects to declare it so, and the Mortgagee may take any appropriate action at law or in equity for the collection of the items listed herein, or may pursue any other remedy provided in this instrument to do both simultaneously, and in case the Mortgagee employs an Attorney to collect any item listed herein or in Paragraph 9, the Mortgagee shall recover of the Mortgagor a reasonable Attorney's fee therefor.

5. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured, shall be taken or construed as a waiver of his right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of his right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges.

6. But this conveyance is made upon the following conditions: If the Mortgagor shall well and truly pay, discharge and satisfy the following indebtedness, all of which are secured hereby: (1) the indebtedness recited herein above and all other sums, with interest thereon, advanced to protect the security of this mortgage; (2) all pre-existing loans or advances, as they become due and payable; (3) contemporaneous loans or advances; (4) all future loans or advances made before the full settlement, payment or foreclosure of the entire indebtedness secured by this mortgage; (5) any debts to Mortgagee for which the Mortgagor is jointly or severally liable with a third party, or is secondarily liable to Mortgagee as surety or endorser; (6) any advances or payments by Mortgagee to satisfy or pay in whole or in part any debt owed to a senior Mortgagee upon the property described herein; (7) all indebtedness of the Mortgagor, not directly to the Mortgagee, but to a Mortgagee, but to a third party by whom it has been transferred, assigned, endorsed to or otherwise acquired by Mortgagee or his assignee, and (8) all indebtedness to or advances made by any assignee of Mortgagee, prior or subsequent to the date hereof, including all pre-existing debts and future loans; and if Mortgagor shall do and perform all acts and agreement to be done and performed by the Mortgagor under the terms and provisions of this conveyance shall be and become null and void.

7. But if the Mortgagor shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, according to the terms thereof, or fails to pay any installment, principal and/or interest, when the same is above promised to be paid, or if the Mortgagor shall fail to do or perform any other act or thing therein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reasons of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice; and the Mortgagee shall have the right and is hereby authorized to

enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in the county where said real property is located, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in said County, and, upon payment of the purchase money, the Mortgagee, or any person conducting said sale for the Mortgagee, is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

8. The proceeds of said sale shall be applied: First to the expenses of advertising and selling, including reasonable Attorney's fees; Second, to the repayment of any money with interest thereon, which the Mortgagee may have paid or become liable to pay or which they may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts herein above provided; Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable Attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

9. All expenses incurred by the Mortgagee, including Attorney's fees, in compromising, adjusting, or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

10. As long as any of the indebtedness hereby secured shall remain unpaid, the Mortgagor will neither commit nor permit waste to be committed on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of

the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

11. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, all the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a Receiver; but the Mortgagee shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder but may, at any time, terminate the same. Any rents, income and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, the cost of necessary repairs, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

12. All covenants, conditions, and agreements herein contained shall extend to and bind the Mortgagor's executors, administrators, heirs and assigns, and shall inure to the benefit of the Mortgagee's legal representative and assignee, and wherever the context hereof so requires or admits all reference herein to the Mortgagor in one number shall be deemed to extend to and include the other numbers whether plural or singular, and the use of any gender shall be applicable to all genders.

13. During the existence of this Mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the mortgaged property, or any part thereof, without the written permission or consent of the Mortgagee, the Mortgagee may, at his option, declare the entire principal indebtedness evidenced by the note secured by this Mortgage, with the interest thereon, and

any other charges against said property under the terms of this Mortgage, due and payable, and, upon such declaration, this Mortgage shall be subject to immediate foreclosure.

IN WITNESS WHEREOF, the Mortgagor has hereunto set Mortgagor's hand and seal on this the 29th day of September, 2004.




Harry E. Lee


STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for the said county, in said state, do hereby certify that **Harry E. Lee, married**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of September, 2004.



Notary Public
My Commission Expires:



Georgia Sue Lee

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for the said county, in said state, do hereby certify that **Georgia Sue Lee, married**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of September, 2004.

Matthew Ryan 4-1-08

Notary Public

My Commission Expires:

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Shelby Cnty Judge of Probate, AL
10/08/2004 11:26:00 FILED/CERTIFIED