


This instrument was prepared by:


20050613000288330 1/3 \$343.55
Shelby Cnty Judge of Probate, AL
06/13/2005 10:20:06AM FILED/CERT

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1603 FIFTH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203**

WRAP-AROUND BALLOON MORTGAGE

**STATE OF ALABAMA)
)
JEFFERSON COUNTY)**

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS

FRANK HAWKINS and wife ALMA HAWKINS, (hereinafter called "Mortgagor", whether one or more) are justly indebted to **JOSEPH ROPER and STEPHANIE ROPER** (hereinafter called "Mortgagee", whether one or more), in the sum of **Two Hundred Seventeen Thousand Six Hundred Thirty-Six and 28/100 Dollars (\$217,636.28)**, evidenced by promissory note(s) of even date, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2006;

AND WHEREAS, Mortgagor(s) 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 Mortgagor(s), **FRANK HAWKINS and wife ALMA HAWKINS**, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

Lot 202, according to the Survey of Forest Parks, 2nd Sector, as recorded in Map Book 22, Page 71, in the Probate Office of Shelby County, Alabama.

This is a Wrap-Around Mortgage, wrapping that certain mortgage in favor of Principal Residential Mortgage recorded in Instrument 20030311/000147390, said mortgage having a principal balance of approximately \$217,636.28.

This is a Balloon Mortgage which requires a balloon payment of all outstanding principal and interest on October 1, 2006.

Mortgagor has the privilege of pre-payment without penalty. This mortgage may not be assumed without written consent of the Mortgagee.

If any monthly payment contemplated hereunder is not received by Mortgagee within ten days of its due date, Mortgagor will pay a late charge of FIVE PERCENT (5%) of the monthly payment in addition to the monthly payment then due.

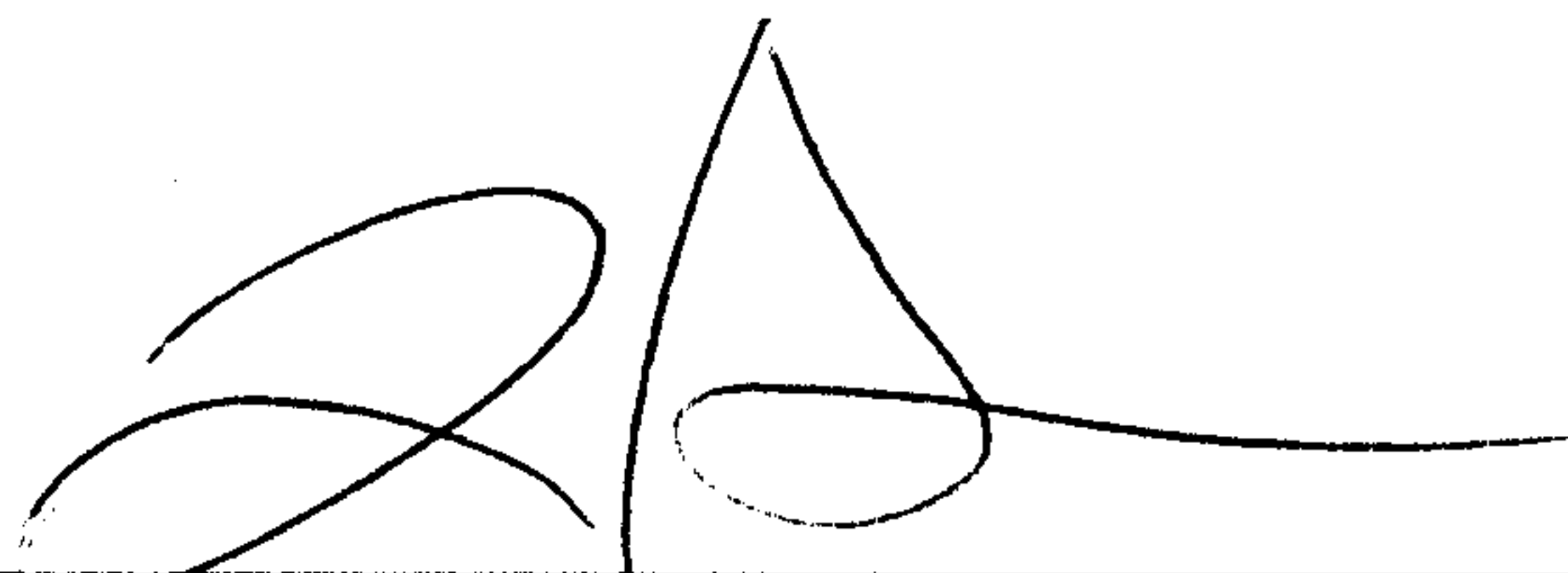
Mortgagor shall maintain hazard insurance on the property, naming Mortgagee as loss payee.

Mortgagor shall pay the annual taxes and insurance premium on the property and provide Mortgagee with evidence of such payments annually.

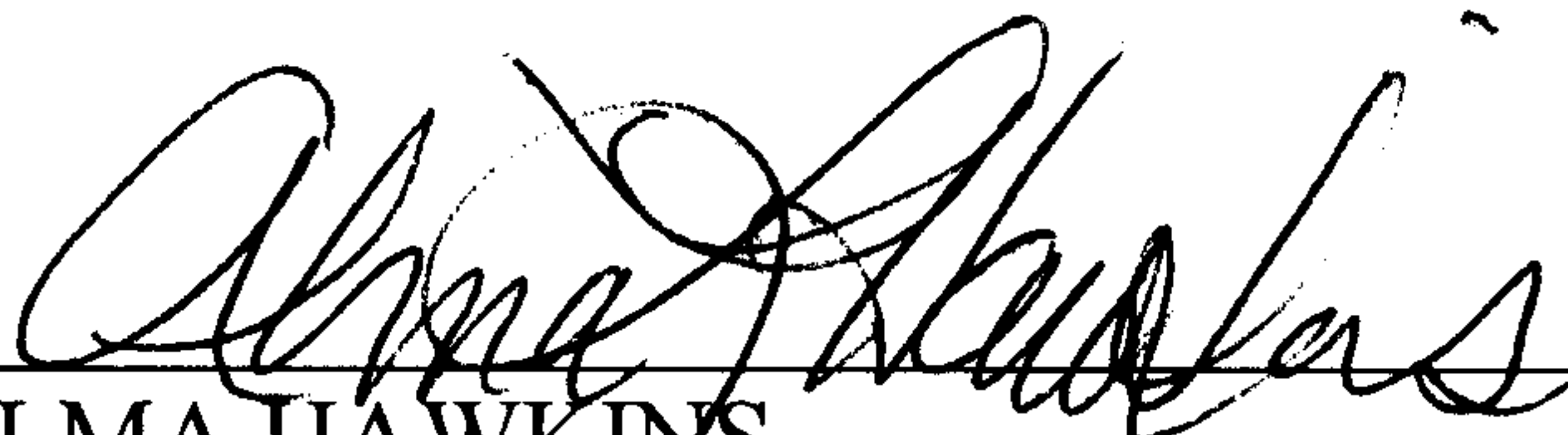
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; *and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 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 amounts 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 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 amount, Mortgagee may have expended for taxes, assessments, and insurance, and 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 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 encumbrance 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 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, 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, 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 Courthouse door of said County, (or 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 a reasonable attorney's fee; 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 encumbrances, 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 undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned **Mortgagors** have hereunto set their signatures and seals, this 10th day of June, 2005.



FRANK HAWKINS



ALMA HAWKINS



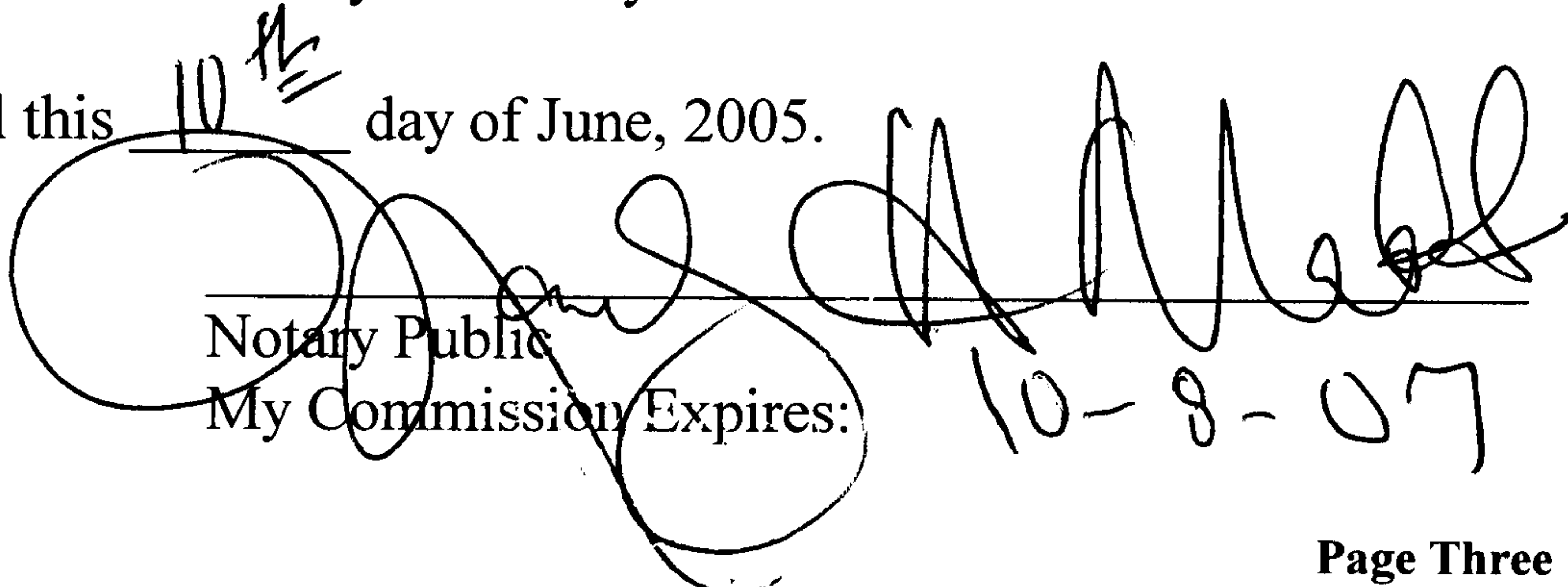
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STATE OF ALABAMA)
 :
SHELBY COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Frank Hawkins and Alma Hawkins**, 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of June, 2005.



Notary Public
My Commission Expires: 10-8-07