

20050902000453880 1/5 \$81.95  
Shelby Cnty Judge of Probate, AL  
09/02/2005 09:27:18AM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY

Douglas W. Ingram, Attorney  
(NAME)

HAT-01238

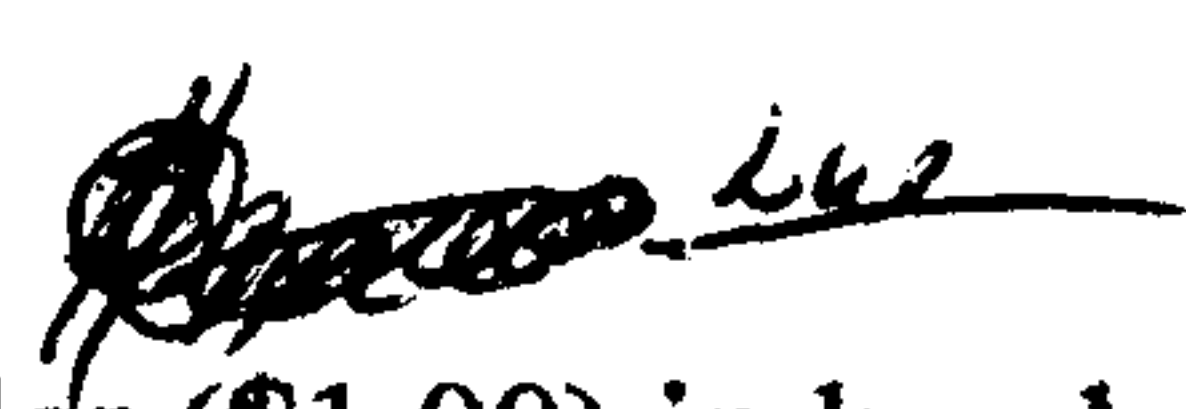
9212 Brookhurst Dr., Suite 102  
(STREET)  
Birmingham, Alabama, 35235  
(CITY, STATE, ZIP)

**DEED OF TRUST**  
(Security Instrument)

Account No. \_\_\_\_\_

THIS DEED OF TRUST, made this the 18<sup>th</sup> day of Aug, 2005 by and  
between Frederick Eugene Burns, an unmarried man

first party, and Kevin T. Clayton, Trustee, second party, and Vanderbilt Mortgage Finance, Inc., third party:

  
WITNESSETH: For and in consideration of One Dollar (\$1.00) in hand paid, the receipt of which is  
hereby acknowledged, and other consideration hereinafter mentioned, said first party has bargained and sold and  
does hereby bargain, sell, and confirm unto Kevin T. Clayton Trustee, second party, his successors and  
assigns, forever, subject to payment of the entire indebtedness at maturity of the Retail Installment Contract  
hereinafter described, the following property situated in Shelby County, State of Alabama, and more  
particularly described as follows; to wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD said property hereby conveyed to the second party, and its successors,  
together with all improvements and appurtenances, and all fixtures now or hereafter attached to the property,  
thereon or to be placed thereon or thereunto in any wise belonging.

First party covenants that it is lawfully seized of the property, has good right to sell and convey same, and  
that the property is unencumbered, except for N/A to \_\_\_\_\_





\_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in \_\_\_\_\_  
Book \_\_\_\_\_ at page \_\_\_\_\_ in the office of the Judge of Probate, \_\_\_\_\_ N/A  
County, Alabama. First party further covenants to warrant and defend defend the title of said property, to the  
second party, against the lawful claims if all persons whomsoever.

This conveyance is made in trust to secure the payment of an indebtedness evidenced by a certain Retail Instalment  
Contract dated AUG 18<sup>th</sup> 2005 in the amount of :  
THIRTY NINE THOUSAND TWO HUNDRED SIXTY THREE and 46/100  
(39,263.46) Dollars payable to the third party and any other indebtedness or instrument pledged as security for  
the Retail Instalment Contract that may now or hereafter be owing to the third party.

The Maturity Date of this instrument is SEPT 1<sup>st</sup> 2010. This Deed of Trust shall also secure any and all  
extensions and renewals of the whole or any part thereof and any and all other and further indebtedness which may now or  
hereafter be owing by first party to third party, or its assigns.

In the event of any default in the performance of any of the obligations of any prior Deed of Trust listed above,  
third party or assigns may at their option (but shall not be under any duty or obligation so to do) make any payments or  
perform any acts necessary to relieve said default, and the costs thereof shall be added to the indebtedness hereby secured.  
Any such default in said prior Deed of Trust, may, at the option of the third party or assigns, be deemed a default under this  
instrument and third party may commence foreclosure. First party hereby assigns and transfers unto the third party and  
assigns, all surplus funds which may come into the hands of the holder of said prior Deed of Trust upon foreclosure of the  
same, hereby directing that the same be forthwith paid over to third party or its assigns, upon the debt hereby secured.

In the event of default by the first party in the observance if the Retail Instalment Contract or default in the terms  
of any instrument pledged as security for the Retail Instalment Contract, or default in any term or condition of any other  
obligation, agreement or indebtedness owing to the third party, then the principal amount of the Retail Instalment Contract  
together with all earned finance charges less required rebates shall, at the option of the third party become immediately due  
and payable without demand or notice. All other terms, conditions and provisions of said Retail Instalment Contract and  
any instrument securing said Retail Instalment Contract are made a part of this Deed of Trust including but not limited to,  
provision for collection costs and 15% attorney's fee, if allowed by law. Furthermore, should the third party deem it  
necessary to incur any expenses in prosecuting, defending or protecting the property herein conveyed, or the title thereto,  
the first party shall be liable for the expenses incurred;  
and this instrument shall operate to secure the payment of same.

The said first party, until the said debt is paid, shall keep the buildings thereon, including the mobile home which  
is the subject of the Retail Instalment Contract, insured against loss by wind, storm, fire, and such other casualty as may be  
required by third party, its successors or assigns, by such responsible insurance company or companies as shall be  
satisfactory to third party, its successors or assigns, in an amount satisfactory to third party, its successors or assigns, with a  
Deed of Trust and subrogation clause satisfactory to third party to said policy or policies of insurance. In case of loss and  
payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness  
secured hereby, or in rebuilding and restoring the damaged building as third party may elect. Said policies shall be payable  
to third party or its successors or assigns are hereby authorized to do so and to pay therefor and the sums so paid shall be  
added to the debt secured hereby and shall draw interest at the rate if six per centum per annum, or third party may  
commence foreclosure.



The first party agrees to pay all taxes, assessments, charges, amercements, special assessments, water rents or other municipal or governmental rates, charges, impositions or liens, or any of them or either of them which may be lawfully assessed against the premises hereby conveyed when due. If said taxes and insurance premiums hereinbefore referred to are not paid, the third party may, at its opinion, make payment thereof, and the amount so paid with interest thereon at six per centum per annum shall be added to and become part of the debt secured by this conveyance without waiver of any right arising from the breach of any of the covenants, and the amount so paid shall be a lien upon said property and shall become a part of the principal debt and be secured hereby, and shall be immediately due and payable, or third party may commence foreclosure.

And the said first party hereby covenants for so long as said indebtedness, or any part thereof, shall remain unpaid, not make to or permit the making of any addition, alteration, changes or modifications in and to the said premises as they now exist, without the written consent of the third party, or its assigns, but he shall keep said premises in as good and acceptable condition as they now are.

Should the first party breach any of the covenants or conditions in this instrument or the Retail Instalment Contract or any instrument securing said Retail Instalment Contract, or any other covenant or condition of any obligation or agreement between first party and third party, or should the improvements on said premises be rendered untenable or destroyed, or should first party sell his interest in said property without a written consent of third party, then the whole of any and all indebtedness secured hereby, together with accrued interest thereon, shall be immediately due and payable at the option of the third party, without notice, and this Deed of Trust may be foreclosed as set out below (any failure to exercise said option shall not constitute a waiver of the right to do so at any other time), or second party may take charge of and receive all rents that may become due on said property, such rents so collected, less the cost of collection, to be applied on the past due part of said indebtedness, and for this purpose said first party does hereby assign unto the said second party all rents on said property, but this right to the collection of rents to be exercised only in the discretion of the second party, there being no obligation on him to do so.

It is agreed by the parties hereto that, as to all the terms of this instrument, time is expressly made of the essence of the contract.

Now should the indebtedness secured hereby be paid at maturity, then this Deed of Trust is satisfied and the trust shall become null and void and shall be released by the Trustee. Should the indebtedness secured hereby, and any part thereof, not be paid when due, or should there be a default in any of the other terms or conditions of this trust, then all indebtedness shall become due for the purpose of foreclosing this trust upon notification by third party to Trustee, and said Trustee shall after advertising time, place and terms of sale for twenty-one days, by publication once a week for three successive weeks in a daily newspaper published in Shelby County, Alabama, the first of said notices to be published at least twenty-one days prior to the date of sale, or by proceeding as provided by law, sell at public outcry, or cash, the said property or a sufficiency thereof to pay said indebtedness, execute proper conveyances to the purchasers, said sale to be made in bar of all homestead, dower courtesy, and in bar of the right of the equity of redemption, all of which are expressly waived, and apply the proceeds, first, to the payment of necessary expenses of executing this trust; second, to the indebtedness hereby secured, together with any sum advanced for insurance, taxes, or assessments; third, to any taxes assessments, or fire insurance premiums then due and unpaid; fourth, the balance, if any, shall be turned over to the first party or assigns.

In case of the death, absence, inability, or refusal to act on part of the said second party, or for any other cause, the third party herein secured is authorized to nominate and appoint a successor to execute the trust herein, which appointment shall be in writing and duly recorded in the Probate Office where this instrument is recorded, and the powers herein conferred on the said second party shall be vested in his successor, and said first party hereby waives the necessity of the said second party, or his successors making oath, filing inventory, giving bond, or making report of sale thereunder. It is agreed that the Trustee may conduct any sale through an agent or attorney without such Trustee being present, and may postpone any sale, notice of the postponed sale to be given in such manner as the Trustee or his agent seems reasonable.

In case of any conflict between this document and the Retail Instalment Contract. The provisions of such Retail





Instalment Contract shall prevail.

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IN TESTIMONY WHEREOF, WITNESS the signature of the first party, hereunto affixed on the day and  
year first herein written.

Frederick Eugene Burns  
**Frederick Eugene Burns**

STATE OF ALABAMA

COUNTY OF Shelby

On this 18<sup>th</sup> day of Aug, 2005, before me  
personally appeared Frederick Eugene Burns, an unmarried man

unto me known to be the person(s) described in the foregoing instrument and, with full knowledge of the contents therein, he  
acknowledged and executed the same as his free act and deed.

IN WITNESS WHEREOF This has been given under my hand and seal of office this 18<sup>th</sup> day of Aug, 2005.

My commission expires: 7-26-08

[Signature]  
Notary Public

## PARCEL 1

Commence at the Southeastern corner of Lot 4A of L.E. Shaw Addition, said point lying on the Western right of way margin of Shelby County Hwy # 223; Thence go Northwesterly along said right of way for a distance of 32.59 feet to a point, said point being the POINT OF BEGINNING of the following described parcel; Thence continue along last course and said right of way for a distance of 138.41 feet to a point; Thence turn an angle left of  $67^{\circ}32'04''$  and go Westerly for a distance of 302.25 feet to a point; Thence turn an angle left of  $107^{\circ}27'55''$  and go Southeasterly for a distance of 198.73 feet to a point; Thence turn an angle left of  $90^{\circ}28'30''$  and go Northeasterly for a distance of 297.56 feet to the POINT OF BEGINNING, said parcel containing 1.02 acre more or less.

## PARCEL 2

Commence at the Southeastern corner of Lot 4A of L.E. Shaw Addition, said point lying on the Western right of way margin of Shelby County road # 223; Thence go Northwesterly along said right of way for a distance of 170.87 feet to a point, said point being the POINT OF BEGINNING of the following described parcel; Thence continue along the last described course for a distance of 32.46 feet to a point; Thence turn an angle left of  $67^{\circ}32'04''$  and leaving said right of way go Westerly for a distance of 627.16 feet to a point; Thence turn an angle left of  $132^{\circ}15'26''$  and go Southeasterly for a distance of 94.28 feet to a point; Thence turn an angle left of  $7^{\circ}59'25''$  and go Southeasterly for a distance of 80.11 feet to a point; Thence turn an angle right of  $27^{\circ}40'51''$  and go Southeasterly for a distance of 82.53 feet to a point; Thence turn an angle left of  $12^{\circ}40'41''$  and go Southeasterly for a distance of 24.61 feet to a point; Thence turn an angle left of  $72^{\circ}13'15''$  and go Easterly for a distance of 215.00 feet to a point; Thence turn an angle left of  $90^{\circ}00'00''$  and go Northwesterly for a distance of 128.73 feet to a point; Thence turn an angle right of  $107^{\circ}27'55''$  and go Easterly 302.25 feet to the POINT OF BEGINNING, said parcel containing 1.36 acres more or less.



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