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Shelby Cnty Judge of Probate,AL
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Recording Data:

STATE OF ALABAMA §

§

SHELBY COUNTY §

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas

MAURICE J. FITZ-GERALD, JR., a married man,

(hereinafter called Debtors) for valuable and adequate consideration have become justly indebted to Robertson Banking Company, its successors and assigns (hereinafter called the Mortgagee) in the principal sum of **TWENTY-FIVE THOUSAND FOUR HUNDRED AND 81/100 ($25,400.81)** dollars, with interest thereon, as evidenced by negotiable promissory note(s) or other instruments of indebtedness.

This mortgage matures on the **6th** day of **February, 2026.**

Now, therefore, as inducement to Mortgagee to extend credit and make future advances to Debtors or Mortgagors, or any one of them and in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions of same and any other indebtedness or other obligations, direct or indirect, including overdrafts now or hereafter owed by Debtors, or any one of them, or the Mortgagor, or any one of them, to Mortgagee (except Mortgagors home shall not secure any such other indebtedness incurred for personal, family or household purposes unless, if required by law, Mortgagee provides Mortgagors with any notice of right of rescission for such transaction) and to secure compliance with all of the stipulations hereinafter contained,

WOODFORD W. DINNING, JR., a married man,

(hereinafter called Mortgagors) do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in **Shelby** County, State of Alabama, viz:

Lot 10, Block 7, according to the Survey of Applecross, a Subdivision of Inverness, as recorded in Map Book 6, Page 42 A & B, in the Probate Office of Shelby County, Alabama.

This constitutes a SECOND MORTGAGE subject to a First Mortgage in favor of First Bank of Linden, dated September 30, 2003, filed for record under Instrument Number 20031023000709660.

The above property does not constitute the homestead of the Mortgagor or his spouse.

together with all rents and other revenues thereof and all rights, hereditaments, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, cooking apparatus, carpets, elevators, fencing, shrubbery, antennas, plumbing, sprinkling and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, Robertson Banking Company, its successors and assigns forever.

And for the purpose of further securing the payment of the indebtedness and obligations the Mortgagors covenant and agree as follows:

1. Warranty. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. Taxes. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same which sums shall become a part of the indebtedness secured by this mortgage.

3. Insurance. That they will keep the buildings on said premises continuously insured in such amounts, in such

manner and with such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable without contribution, to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefore as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee at the cost of the Debtors and Mortgagors may insure said property against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for sums becoming due there under, said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. Maintenance of Property. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. Nonwaiver. That no delay or failure of the Mortgagee to exercise any such option or to declare such forfeiture either as to past or present default on the part of the Debtors or Mortgagors, and the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in the mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. Timely payment. Debtors and Mortgagors will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes, future advances, or obligation, direct or indirect, of Debtors or Mortgagors to Mortgagee whether now or hereafter incurred. Mortgagors agree that the failure of Mortgagee to timely pay any mortgage tax due as to any future advance or future indebtedness shall not impair the enforceability of this mortgage as to any indebtedness. The payment of such taxes shall be the exclusive obligations of Mortgagee.

7. Assignment of Rents. The Mortgagee shall, be entitled as a matter of right, without notice to any party be a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney fee shall, among other expenses and costs, be allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property. Mortgagor is irrevocably authorized to collect all rents, endorse the name of Mortgagee to all rent checks or other instruments and do all things necessary, in the opinion of Mortgagee to administer the premises.

8. Heirs and Successors. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors or assigns of the Mortgagee.

9. Mechanics Liens. That the indebtedness and obligations hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama or laws of the United States relating to liens of mechanics and materialmen or taxes, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt of any part thereof, or of the lien on which such statement is based.

10. Due On Sale. 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 its option, declare the entire indebtedness and obligations secured by this mortgage, with the interest thereon, and any other charge against said property under the terms of this mortgage, due and payable, and upon such declaration this mortgage shall be subject to immediate foreclosure. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgagee shall be at such a rate as Mortgagee shall request.

11. Expenses. All expenses incurred by the Mortgagee, including attorneys 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, and shall accrue interest at the highest legal rate from the date of payment of such expense.

12. Attorney Fees. The undersigned waives, unless otherwise prohibited by law, all right of exemption as to personal property under the laws of Alabama or any other State or of the United States as to any of the items secured or that may be secured by terms of the instrument and agrees to pay a reasonable attorney fee equal to 15% of all unpaid debts and obligations secured by this mortgage to the Mortgagee, should the Mortgagee

employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the sale of the property conveyed hereby be set off against any part of the debt secured hereby.

13. Construction. Plural or singular words used herein to designate Mortgagors shall be construed to refer to the maker of this mortgage, whether one or more person, a corporation, limited liability company, limited partnership or other legal entities.

14. Environmental Matters. Mortgagor represents and warrants that the mortgaged property does not now contain and shall not contain in the future, while any part of the indebtedness secured by this mortgage is unpaid: (a) any underground storage tanks, (b) asbestos in any form, (c) urea formaldehyde foam insulation, or (d) any other chemical material or substance the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the mortgaged property or the owners of the property adjacent thereto. Mortgagor further presents and warrants: (a) that the mortgaged property complies in all respects with applicable environmental laws, regulations and/or court or administrative orders, (b) that there are no pending claims or threats of claims by private or government or administrative authorities relating to environmental impairment or regulatory requirements, and, (c) that there are no areas on, under or above the mortgaged property where hazardous substances have been disposed of, released or found. Mortgagor hereby agrees to give immediate oral and written notice to Mortgagee of receipt of any notice of a violation of any law, standard or regulation referred to or covered by this paragraph. Mortgagor hereby agrees to indemnify and hold harmless Mortgagee from all loss, cost, damage, claim and expense incurred by Mortgagee on account of Mortgagor's violation of any representation or warranty set forth in this paragraph, or of Mortgagor's failure to perform any obligations required under this paragraph, or of Mortgagor's or the mortgaged properties failure to comply fully with all environmental laws, rules and regulations. This indemnification shall survive the closing of any loan, payment of the obligations and indebtedness secured by this mortgage and the exercise of any right or remedy under any loan document executed hereunder. All costs and expenses of Mortgagee incurred under this paragraph, including a reasonable attorney fee, shall constitute a part of the indebtedness secured by this mortgage and interest shall accrue thereon at the highest legal rate from the date of payment of such cost or expense.

15. Bankruptcy. In the event the Debtors or Mortgagors becomes a debtor under the United States Bankruptcy Code and seek to cure any payment arrearage or delinquency through any plan, the amount of such arrearage or delinquency including all attorney fees and costs incurred by Mortgagee shall accrue interest at the contract rate applicable to the instrument upon which the indebtedness is based. Mortgagors shall further pay all attorney fees and costs incurred by Mortgagee in such bankruptcy proceeding with interest thereon at the highest legal rate.

16. Amendments. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration of or amendment of this mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

17. Applicable Law. This mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Alabama. Subject to the provisions of any applicable arbitration agreement between Mortgagee and Mortgagor, this mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

18. Caption Headings. Caption headings in this mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this mortgage.

19. Severability. If a court of competent jurisdiction finds any provision of this mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable.

UPON CONDITION, HOWEVER, that if indebtedness hereby secured, shall be well and truly paid and discharged (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, attorney fees, the satisfaction of prior encumbrances and any other past, existing or future indebtedness or obligations owed to the Mortgagee by the Debtors, Mortgagors or any of them with interest thereon), as the same shall become due and payable and shall in all things do and perform all acts and agreements by Mortgagors herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness or obligations hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time of any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors or Debtors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured or portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to immediate foreclosure at the option of the Mortgagee, notice of the exercise of such option

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being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the main County Court House door in the County, wherein the mortgaged property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying, including attorneys fees as provided herein; second, to the payment of any amounts that have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other encumbrances, charges, liens or debts, with interest thereon; third, to the payment of all of the indebtedness and obligations hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or as otherwise provided by law. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale there under.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND MORTGAGOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT.

IN WITNESS WHEREOF, the undersigned have/has executed this mortgage under seal this the 6th day of February, 2006.

THIS INSTRUMENT PREPARED BY:

Robertson Banking Company
Post Office Box 490
Demopolis, Alabama 36732

_____(Seal)
MAURICE J. FITZ-GERALD, JR.

_____(Seal)
WOODFORD W. DINNING, JR.

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK PAGE

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CERTIFICATE

STATE OF ALABAMA '
'
TUSCALOOSA COUNTY '

In compliance with Alabama Code Section 40-22-2 (1975), the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is **$25,400.81** upon which the mortgage tax is paid herewith, and owner agrees any additional or subsequent advances made under this mortgage will be subject to the mortgage tax on such advances and thereafter endeavor to pay such taxes into the appropriate Judge of Probate office no later than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid. So long as such taxes are subsequently paid at any time by owner all indebtedness due owner shall be secured under the terms of this mortgage.

Mortgagee: Robertson Banking Company

Date, Time and Volume and
Page of recording as shown hereon.

By: _____

_____
Title

STATE OF ALABAMA

MARENGO COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MAURICE J. FITZ-GERALD, JR.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of February, 2006.

Paula C. Ross
Notary Public
My Commission Expires: 1-11-2007

STATE OF ALABAMA

MARENGO COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WOODFORD W. DINNING, JR.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of February, 2006.

Stacy Wallace
Notary Public
My Commission Expires: 2/27/09