


Prepared by
James M. Nix
Jackson, MS


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Shelby Cnty Judge of Probate, AL
07/02/2008 08:31:11AM FILED/CERT

MORTGAGE

STATE OF ALABAMA §
SHELBY COUNTY §

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, RICHARD ALAN NIX [whose address is 1781 Ashville Road, Montevallo, Alabama 35115, and whose telephone number is (205) 310-4434], of the City of Montevallo, County of Shelby and State of Alabama, party of the first part (hereinafter called the "Mortgagor"), has become justly indebted unto BETTY JOYCE MERCHANT NIX [whose address is 1775 Ashville Road, Montevallo, Alabama 35115, and whose telephone number is (205) 665-7649], party of the second part (hereinafter called the "Mortgagee"), in the full sum of Sixty-two Thousand Dollars (\$62,000.00), money lent and advanced in connection with the purchase of the following-described real property, with interest at the rate of 4.56% per annum (compounded monthly) until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain Note bearing even date with these presents, the said principal and interest to be payable to Mortgagee at 1775 Ashville Road, Montevallo, Alabama 35115, or at such other place as the holder of said Note may designate in writing, in 308 monthly installments of Three Hundred and Fifty Dollars (\$350.00), commencing on the first day of January 1, 2009, and on the first day of each month thereafter until the principal and interest are fully paid, with the final payment of principal and interest being due and payable on August 1, 2034, and

WHEREAS, the said Mortgagor is desirous of securing the prompt payment of said Note and the installments of principal, interest and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of Sixty-two Thousand Dollars (\$62,000.00) to the undersigned Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due, the said Mortgagor does hereby grant, bargain, sell, and convey unto the said Mortgagee, the following-described parcel of real property situated in the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 16 of Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows, to-wit:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 16 of Township 22 South, Range 3 West, Shelby County, Alabama; thence run North along the West line of said quarter-quarter section for a distance of 611.49 feet; thence turn right 90 degrees 00 minutes 00 seconds and run a distance of 559.94 feet to the Northwesterly right-of-way of Alabama Highway No. 119 (also known as Ashville Road) and the point of beginning of said parcel of land; thence turn left 41 degrees 13 minutes 51 seconds and run along said right-of-way for a distance of 100.00 feet; thence turn left 87 degrees 43 minutes 02 seconds

and run a distance of 180.20 feet; thence turn left 141 degrees 25 minutes 17 seconds and run a distance of 160.24 feet; thence turn left 38 degrees 34 minutes 43 seconds and run a distance of 58.92 feet, more or less, to the point of beginning.

[The above-described property is commonly known as 1781 Ashville Road, Montevallo, Alabama 35115]

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures including, but not limited to equipment and fixtures for heating and lighting, now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever. The Mortgagor hereby covenants that they are seized of said property in fee simple; that they have a good right to sell and convey the same; that the property is free of all encumbrances and that the Mortgagor, and Mortgagor's heirs, devisees, executors, administrators, and next-of-kin will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever.

This mortgage is made, however, subject to the following covenants, conditions, and agreements, to-wit:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided. However, the privilege is reserved by Mortgagor to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the Note.

2. 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 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.

3. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the monies secured hereby. Upon any violation of this undertaking, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property, insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and the Mortgagor will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. In event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss to the Mortgagor and the Mortgagee jointly. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. If the Mortgagor fails to insure said property as hereinabove 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, the Mortgagee may at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, 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 specifically secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and at the option of the Mortgagee shall be immediately due and payable.

6. 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 its 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 its 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.

7. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its 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.

8. 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 hereby, 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 hereby become bound by the terms of any lease then existing on the parties 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, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

9. This Mortgage is NOT assumable by third parties. If the Mortgagor sells the premises, then all of the principal and interest owing under the Note secured hereby will become due and payable 30 days after the date of said sale. If the premises, or any part thereof, be condemned upon any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to personal property and agrees to pay a reasonable attorney fee and court costs for the collection thereof.

11. In consideration of the making of the loan secured by this mortgage, the Mortgagor covenants and agrees that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, or either of the undersigned if more than one, under and by virtue of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act; and further agree to waive and forego any like or similar rights, benefits and options hereafter conferred upon mortgage debtors by law hereafter enacted; and further covenants and agrees that the indebtedness hereby secured, and all extensions and renewals thereof, and this mortgage shall each be enforceable in accordance with their respective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama, and any and all other laws of like or similar purport which may hereafter be enacted.

12. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

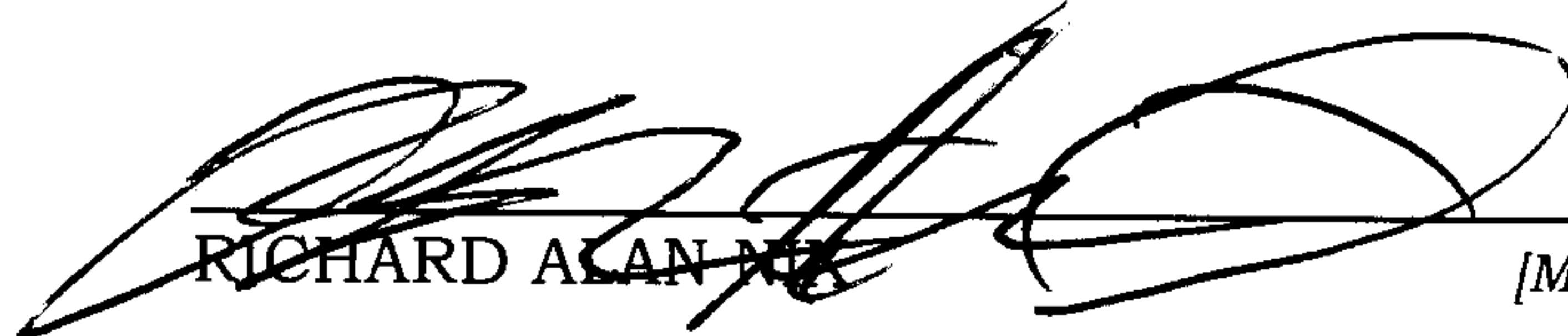
13. If the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrances 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 Shelby County courthouse door in the city of Columbiana, Alabama, at public outcry, for cash, first giving notice of the time, place and terms of said sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper of general circulation published in said county, and upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

14. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorneys' fees and court costs; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove 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. Reasonable

attorneys' fees and court costs for foreclosing the same shall be paid out of the proceeds of the sale.

15. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

Given under our hands and seals on this the 27th day of May, 2008.

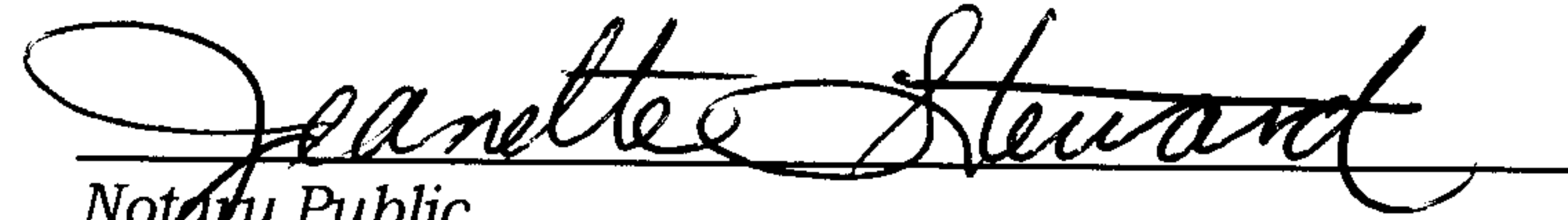

RICHARD ALAN NIX [Mortgagor]

STATE OF ALABAMA §
SHELBY COUNTY §

I, Jeanette Steward, a Notary Public in and for said county, in said State, hereby certify that RICHARD ALAN NIX, whose name is signed to the foregoing Mortgage, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of this Mortgage, he signed, executed and delivered the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 10th day of JUNE, 2008.

[SEAL]


Notary Public

My commission expires: 11/07/2011.