

This instrument was prepared by

(Name) Claude McCain Moncus, Attorney
(Address) 2100 - 16th Avenue, South, Birmingham, AL 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wilbur A. Hajek, an unmarried man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Joyce H. Ross

(hereinafter called "Mortgagee", whether one or more), in the sum

of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars
(\$ 16,500.00), evidenced by one promissory note of even date herewith, said note more particularly describing the terms and conditions.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Wilbur A. Hajek, an unmarried man

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 8, according to Butte Woods Ranch Addition to Altadena Valley, as recorded in Map Book 5, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to the mortgagor simultaneously herewith.

This mortgage is second and junior to that certain mortgage to Birmingham Federal Savings & Loan Association as recorded in Volume 388, Page 445, in the Office of the Judge of Probate of Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Carley Moncus

BOOK 426 PAGE 659

See release Mire. 22-5377-737-(11-24-53)

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 incumbrance 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 Court House door of said County, (or the 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 incumbrances, 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 balance, if any, to be turned over to the said Mortgagor and 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.

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Wilbur A. Hajek

Thomas A. Snowden, Jr.

JUDGE OF PROBATE

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Given under my hand and official seal, this the _____ day of _____, 19____.

Notary Public

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203