ALABAMA REAL ESTATE MORTGAGE

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MORTGAGEE:

44 PME 722	Joseph E. Pazsak and (Name) Gail S. Pazsak (Name) Rt. 1 Box 113-4 (Address) Sterrett. Alabama (City) (Sta	She1by (County) 35147	COMMERCIAL CREDIT (1564 Montgomery Hig (Address) Jefferson (County) Birmingham, Alabama (City)	hway
300K 4	Date of Note and Mortgage 03/09/84 WHEREAS, this Mortgage is given to	Account No. 00271479	Principal Amount \$18,350.00	Final Payment Due Date 03/14/92 If checked, initial final payment due date only
 i	n the principal amount shown above whatever from variation or appraiseme WITNESSETH, that the above-named N	vith interest and charges as therein prent laws of the State of Alabama.	isions hereof and the payment of a Not rower) rovided, repayable in installments as pr leration, the receipt of which is hereby act ving described property, situated in the	ovided in said Note, without any relief

Part of the NW % of the SE % of Section 36, Township 18 South, Range 1 East, being more particularly described as follows: Commence at the NE corner of said 1/4-1/4 and run West along the North line of said 1/4-1/4 a distance of 169.89 feet to the Western right of way of Shelby County Road #55 for the point of beginning; thence continue the same course along said North line a distance of 268.15 feet; more or less, to a point on the East line of the "D. D. Webb, Sr. and Annie Lee Webb" tract as described in Deed Book 205, page 540, thence turn 33 degrees 33 minutes 15 seconds left and run 322.00 feet; thence turn 68 degrees 34 minutes 49 seconds left and run 138.34 feet to the Northern right of way of Merry Hill Farm Road; thence, turn 90 degrees 24 minutes 21 seconds left and run 275.00 feet the Western right of way of Shelby County Road #55, the centerline of which is on an 8 degree curve; thence, turn 36 degrees 11 minutes 25 seconds left to long chord and run along said chord 277.76 feet to a concrete R.W.M.; being the point of tangent of curve, thence, from long chord, turn 10 degrees 00 minutes right and run 71.50 feet to point of beginning.

Warranted free of all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current year.

TO HAVE AND TO HOLD the above described premises unto said Mortgagee with all the rights, improvements, and appurtenances thereunto appertaining. Mortgagor covenants that Mortgagor is lawfully seized of an indefeasible estate in fee simple of the premises and that the premises are free from liens, encumbrances, taxes, and assessments except as herein stated. The undersigned Mortgagor will warrant and defend unto Mortgagee the title to said premises This Mortgage is second and subordinate to a certain Mortgage executed by Mortgagor to Jefferson Federal Savings and Loan

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	against the lawlul claims and demands of all persons.				
ı	This Mortgage is second and subordinate to a certain Mortgage executed by Mortgagor to Jefferson Federal Savings and Loan				
	dated the 9th day of July 19 79 recorded in Real Vol Association				
	Book 373 page 333 in the office of the Probate Judge of Shellby				
	County, Alabama. If the Mortgagor, his, her or their heirs, executors, administrators, or assigns shall pay unto Mortgagee, its successors and assigns, the Principal Amount shown above, according to the terms of Mortgagor's Note therefor, of this date, with interest and charges as stated therein, and if				
	intorigagor shall runy perform each and all the covenants and agreements herein set out and, if necessary, reimburse the Mortgagee for amounts expended				
	on Mortgagor's behalf, then these presents shall be void, otherwise they shall remain in full force and effect. The Mortgagor hereby covenants:				
	1. To pay the above described Note according to its terms.				
	2. To pay promptly all taxes and assessments when imposed upon the premises. 3. To keep the improvements on said property insured against fire windersom, boil linearing and all since in the said property insured against fire windersom, boil linearing and all since in the said property insured against fire windersom, boil linearing and all since in the said property insured against fire windersom, boil linearing and all since in the said property insured against fire windersom.				
	3. To keep the improvements on said property insured against fire, windstorm, hail, lightning and all risks included in the extended coverage provision, with companies acceptable to Mortgagee, for not less than a sum equal to the indebtedness secured by this and any other mortgages and to have each				
¦	such policy payable to Mortgagee as its interest may appear under a standard mortgagee clause acceptable to Mortgagee with a copy of the policy delivered to Mortgagee.				
! :	4. To neither commit nor permit waste upon its premises.				
}	5. To comply with all of the terms and conditions of the note and this Morrgage.				
	6. To comply with all of the terms and conditions of, and to perform all obligations made incumbent upon Mortgagor in, that certain first mortgage described hereinabove.				
	It is further convenanted by Mortgagor that if insurance is not procured and policies delivered as herein provided, or if the taxes or accessments upon				
	The property of any expenses incurred by morigagee are not baid as agreed, the Mortgagee or the holder of the Note secured becally many produce such in				
5	surance, pay such taxes or expenses, and all money so paid by the Mortgagee or assigns shall be due Mortgagee or holder hereof, and shall be added to and made a part of the debt secured hereby, and shall bear interest at the rate provided in said Note.				
5	ine premises (or an interest therein) may not be sold or transferred without the Mortgagee's prior written concept, excluding (a) the greation of a lieur				
بو ۱	descent or by operation of law upon the death of a joint tenant. (d) the grant of any lessabald interest for household appliances, (c) a transfer by devise,				
	ar purchase, (e) a transfer to a relative resulting from the death of the Mortgagor. (f) a transfer where the chouse or children of the Mortgagor become an				
_	ment, by which the spouse of the Mortgagor becomes an owner of the premises. (b) a transfer into an interminent multiple which the spouse of the Mortgagor becomes an owner of the premises. (b) a transfer into an interminent in which the Nortgagor becomes an owner of the premises. (b) a transfer into an interminent in which the Nortgagor becomes an owner of the premises.				
I	a beneficially and which does not relate to a transfer of flants of occupancy in the premises, and in any other transfer or disposition described in requiretions.				
	prescribed by the Federal Home Loan Bank Board. In the event of a breach of any of the aforesaid covenants or agreements, the unpaid balance of the indebtedness secured hereby, and the accrued but				
	unpaid throngs and other thanges, shall at the option of the Mortgagee of the holder of the indebtedness beteby secured, become immediately due and collection				
[₃	work and the notice hereof his proceed to foreclose inis mortgage, and, in such event, the mortgagee's agents or assigns shall be authorized to take possession.				
3	of the premises and empowered to sell the premises at auction for cash, at the front door of the County Court House in the county where the property is located after first giving 30 days notice by publication once a week for four (4) consecutive weeks in any newspaper published in the county, and to execute				
	proper conveyance to the purchaser in the name of the Mongagor. Out of the proceeds of the sale, the Mortogoes shall first naviall expenses incident thereto				
	together with a reasonable attorney's fee, not exceeding fifteen (15) per cent of the unpaid debt after default and referral to an attorney not a salaried employee of the Mortgagee, then retain enough to pay said Note and interest and charges thereon and any sums advanced by Mortgagee for taxes, insurance, and				
assessments together with the interest increan, and pay the balance, if any, to the Mortgagor or the person or persons legally antitled thereto if the proceeds					
1	or said are not sufficient to pay the balance owed on the Note, together with interest and charges thereon. Mortgagor agrees to pay the deficiency upon				
	demand by the holder of the Morigage.				
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CCC 1596-G Printed in U.S.A. 4/83

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TRIPLICATE-CUSTOMER'S

DUPLICATE-OFFICE

ORIGINAL- RECORDING

THE STATE OF ALABAMA,	
JEFFERSON County	I,Thomas O. Parker
a Notary Public in and for said State and County, hereby certify that _	Joseph E. Pazsak and wife, Gail S. Pazsak
day that, being informed of the contents of the conveyance have	date day the same bears date.
Given under my hand and seal this the9th day of	March 19 84
2	Notary Public
2 2	Thomas O. Parker
	My commission expires 6/13/85.

STATE OF ALA SHELBY CO.

INSTRUMENT WITH SILED OF PARTY OF PH 1: 04 Per 4 20

JUDGE OF PROBATE

100 mm / PP