

This Instrument Prepared By:
Joseph T. Ritchey, Esquire
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, Alabama 35255

SECOND MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on ^{effective} 24 day of October, 1991, by and between the undersigned, GEORGE A. DRAKOS, a married man, NANCY DRAKOS, an unmarried woman, and KYRIAKI D. KARTOS, a married woman (hereinafter referred to as "Mortgagor," whether one or more) and CHARLES O. TIDMORE and BEVERLY JOYCE V. TIDMORE (hereinafter referred to as "Mortgagee"); to secure the payment of Thirty-One Thousand and No/100 Dollars (\$31,000.00), as evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

That certain real estate which is bounded and described as set forth on Exhibit "A" attached hereto and made a part hereof by reference and incorporation.

(hereinafter sometimes referred to as the "premises" and/or "real estate")

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Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

Note that the property conveyed herein does not constitute homestead property of the Mortgagors.

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

The above described property is warranted free from all encumbrances and against adverse claims, except as stated herein.

The within mortgage is a second mortgage and is subordinate to that certain prior Mortgage as recorded in Real Book 363, Page 959, in the Office of the Judge of Probate of Shelby County, Alabama; but this mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage occur, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee herein may, at Mortgagee's option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at Mortgagee's option, make on behalf of Mortgagor any such

payments which become due on said prior mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or Mortgagee's assigns additional to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by Mortgagee, or Mortgagee's assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclosure this mortgage.

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For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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 Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the county and state, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the court house door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other

encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Mortgagor further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage on this the 7th day of October, 1991.

George A. Drakos (SEAL)
GEORGE A. DRAKOS

Nancy Drakos (SEAL)
NANCY DRAKOS

Kyriaki D. Kartos (SEAL)
KYRIAKI D. KARTOS

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George A. Drakos, a married man, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he executed the same voluntarily on this the 7th day of October, 1991.

Given under my hand and seal this 7th day of October, 1991.

Linda Gay Still
Notary Public
My Commission Expires: 1-9-93

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STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy Drakos, an unmarried woman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument she executed the same voluntarily on this the 2nd day of October, 1991.

Given under my hand and seal this 2nd day of October, 1991.

Linda R Sullivan
Notary Public
My Commission Expires: 3/21/94

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kyriaki D. Kartos, a married woman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument she executed the same voluntarily on this the 7th day of October, 1991.

Given under my hand and seal this 7th day of October, 1991.

Linda Gay Still
Notary Public
My Commission Expires: 1-9-93

Ref: LR/1947444

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EXHIBIT "A"

A lot in the Town of Columbiana, Alabama, described as beginning at a point on the South right of way line of the Columbiana and Wilsonville paved Highway at the intersection of the East boundary of an alley which runs South from said Highway to the Kingdom public road and which alley now separates the property owned and occupied by Harold Harlin and the property herein described and which said point is marked by an iron stob on the Eastern margin of said alley; run thence in an Easterly direction along the South right of way line of said Columbiana and Wilsonville paved Highway a distance of 200 feet, more or less, to an iron stake marking the NW corner of the lot now known as the residence lot of Henry Moon; run thence in a Southerly direction and along the West boundary line of the said Moon lot a distance of 130 feet, more or less, to the center of a drain ditch running in a Westerly direction; run thence in a Westerly direction and along the center of said drain ditch a distance of 200 feet, more or less, to the East boundary line of the alley mentioned above which runs in a Southerly direction from said Columbiana and Wilsonville paved Highway to the Kingdom public road; run thence in a Northerly direction along the East boundary line of said alley a distance of 132 feet, more or less, to the point of beginning, and being the N 1/2 of Lot No. 81, according to W. J. Horsely's Map of the Town of Columbiana and lying North of the center line of said drain ditch and being a part of the NE 1/4 of NW 1/4 of Section 25, Township 21 South, Range 1 West.

Ref: LR/1947445

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 OCT 29 PM 3:31

James H. Scarborough, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$ 46.50
2. Mfg. Tax	\$ 12.50
3. Recording Fee	\$ 4.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 0.00
Total	\$ 64.00