19800923000107260 1/2 $.00
Shelby Cnty Judge of Probate,AL
09/23/1980 12:00:00AM FILED/CERT

This instrument was prepared by

(Name) James C. Pino, Attorney At Law 923

(Address) P. O. Box 568, Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

THIS IS A SECOND MORTGAGE

Dennis Stockman and wife, Linda Stockman

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

Richard C.R. Thomason and wife, Eva M. Thomason

(hereinafter called "Mortgagee", whether one or more), in the sum of Two Thousand and No/100 Dollars ($ 2,000.00), evidenced by a Promissory Note of even date bearing Nine (9%) interest and payable in 36 monthly installments of Sixty Three and 60/100 Dollars ($63.60) commencing October 1, 1980.

BOOK 406 PAGE 135

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,

Dennis Stockman and wife, Linda Stockman

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, County, State of Alabama, to-wit:

Lot 2, Block 5, according to the map and survey of Southwind, Third Sector, as recorded in Map Book 7, Page 25, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: (1) All assessments and taxes for the year 1980 and all subsequent years. (2) Building setback line of 35 feet reserved from street as shown by recorded plat. (3) Public utility easements as shown by recorded plat, including 5' easement on southeasterly side. (4) Agreement with Alabama Power Company recorded in Misc. Book 24, Page 439, in Probate Office. (5) Right of way to Alabama Power Company as recorded in Deed Book 309, Page 375, in Probate Office. (6) Restrictive covenants as recorded in Misc. Book 23, Page 535 and amended as shown by Misc. Book 24, Page 434, in Probate Office. (7) Mortgage from Richard C.R. Thomason and wife, to Johnson & Associates Mortgage Company dated March 7, 1979, and recorded in Mortgage Book 389, Page 949 in Probate Office.

This Second Mortgage was applied to the consideration recited in the Deed executed simultaneously herewith.

See release Mortgage 653 pg 581 - 11-7-83

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said 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 said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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.

IN WITNESS WHEREOF the undersigned

BOOK 406 PAGE 136

have hereunto set their signature and seal, this 22nd day of September, 1980

Dennis F. Stockman ....(SEAL)

Linda D. Stockman ....(SEAL)

....(SEAL)

....(SEAL)

19800923000107260 2/2 $.00
Shelby Cnty Judge of Probate, AL
09/23/1980 12:00:00AM FILED/CERT

THE STATE of Alabama
Shelby COUNTY

I, James C. Pino, a Notary Public in and for said County, in said State, hereby certify that Dennis Stockman and wife, Linda Stockman

whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of September, 19 80

James C. Pino Notary Public.

THE STATE of
COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

....., Notary Public

Return to:

TO

MORTGAGE DEED

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

1980 SEP 23 AM 8:40

James C. Pino
JUDGE OF PROBATE

Mtg. 3.00
Rec. 3.00
Ind. 1.00
7.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama