

(Name) Jerry E. Held, Sirote, Permutt, Friend, Friedman, Held & Apolinsky, P.A.

(Address) 2222 Arlington Avenue South, P. O. Box 3364-A, Birmingham, AL 35255

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald L. Cherry and wife Carol T. Cherry

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

Hall's Birmingham Wholesale Floral Company, Inc.



19810116000004860 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
01/16/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirty-Three Thousand, Six Hundred Forty and No/100 ----- Dollars
(\$33,640.00), evidenced by

Promissory Note dated September 1, 1980.

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, Ronald L. Cherry and wife,

Carol T. Cherry

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 7, Block 4, according to the Survey of Cahaba Valley Estates, 7th Sector, as recorded in Map Book 6, Page 82, in the Probate Office of Shelby County, Alabama.

BOOK 409 PAGE 239

The within mortgage is second and subordinate to that certain first mortgage to Jefferson Federal Savings and Loan Association of Birmingham, dated June 29, 1978, and recorded in Book 379, at Page 927, in the office of the Judge of Probate of Shelby County, Alabama. In the event the within Mortgagors should fail to make any payments which become due on said mortgage, or should default occur in any of the other terms, provisions and conditions of said prior mortgage, 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 its option, after fifteen (15) days' notice in writing to Mortgagors herein, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagors, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of Mortgagors, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within Mortgagee on behalf of Mortgagors shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by this mortgage and shall bear interest from date of payment by the within Mortgagee, or its assigns, and shall be at once due and payable, entitling the within Mortgagee to all of the rights and remedies provided herein, including, at Mortgagee's option, the right to foreclose this mortgage.

Jerry E. Held

2222 Arlington Avenue South

Birmingham, Alabama 35205

My Comm. No. 1111

Subscribed and sworn to before me this 1st day of January, 1981.

Notary Public for the State of Alabama

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 full 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 Ronald L. Cherry and wife, Carol T. Cherry

have hereunto set their hands and seals, this 15th day of January, 1981.
I CERTIFY THAT THIS INSTRUMENT WAS FILED
1981 JAN 16 AM 9:21
Notary Public - Shelby County, Alabama
Ronald L. Cherry (SEAL)
Carol T. Cherry (SEAL)
Carol T. Cherry (SEAL)
Carol T. Cherry (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald L. Cherry and wife, Carol T. Cherry

whose names 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 15th day of January, 1981
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

Turn to: Jerry Held
OTE, PERMUT, FRIDAY, 1981
2022 ARKINGTON, ALABAMA 35255
P. O. BOX 1000
BIRMINGHAM, ALABAMA 35202

MORTGAGE DEED

THIS FORM FROM
yers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama