This instrument was prepared by

(Name) Harrison, Jackson & Lee, Attorneys
1734 Oxmoor Road
(Address) Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

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

A. C. Pooser and wife, Peggy J. Pooser

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

Robert Vince Cardone and wife, Anne V. Cardone

(hereinafter called "Mortgagee", whether one or more), in the sum of Six Thousand Nine Hundred Nine and 58/100-------------------------Dollars ($ 6,909.58), evidenced by one promissory note of even date herewith, according to the terms and conditions of said note, with the final payment due on July 15, 1985, if not sooner paid,

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,

A. C. Pooser and wife, Peggy J. Pooser

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:

BOOK 409 PAGE 282

Commence at the SW corner of the NE¼ of Section 9, Township 22 South, Range 3 West, Shelby County, Alabama; thence South 89° 41' East 255.10 feet along the South line of said NE¼ to the point of beginning of the property being described; thence continue Easterly along said South line of said Quarter on same bearing 402.30 feet to a point; thence North 0° 07' East 217.99 feet to a point; thence North 59° 13' West 742.14 feet to a point; thence North 0° 14' West 210.30 feet to a point; thence North 47° 33' West 188.81 feet to a point on the East right-of-way line of Shelby County Highway No. 15; thence South 6° 14' West along the said East line of said Highway right-of-way 130.76 feet to a point; thence South 87° 26' East 132.65 feet to a point; thence South 0° 15' East 210.25 feet to a point; thence South 59° 13' East 299.19 feet to a point; thence South 0° 26' East 458.06 feet to the point of beginning; being situated in Shelby County, Alabama.

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

Mortgagors and Mortgagees acknowledge and agree that this mortgage is second and subordinate to that certain mortgage executed by Mortgagees to Merchants & Planters Bank, as recorded in Mortgage Book 385, Page 687, in the Probate Office of Shelby County, Alabama. The Mortgagees herein covenant with the Mortgagors herein to pay such principal and interest payments as may bee due from time to time on the Mortgagees' promissory note secured by the first mortgage hereinabove referenced as may be necessary in accordance with the terms of said Mortgagees' promissory note and the Mortgagees herein shall provide to Mortgagors evidence of Mortgagees' payment of such first mortgage note payments in the form of their paid and cancelled check or paid receipt following the due dates of such payments as they from time to time are paid.

The Mortgagors reserve the right, in the event Mortgagees shall default in making the principal and interest payments under the Mortgagees' first note and mortgage, to advance the necessary funds direct to such first mortgagee to correct such default and all such funds advanced shall be credited against the Mortgagors next payments due on the Mortgagors' promissory note secured by this mortgage.

ever, and ... purpose of further securing the payment ... indebtedness, the undersigned agrees ... 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 , A. C. Pooser and wife, Peggy J. Pooser,

BOOK 409 PAGE 283

have hereunto set their signatures and seals this 15th day of January , 19 81.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 JAN 19 AM 10: 36

Mtg Tax 10.50
Rec 3.00
Ind 1.00
14.50

A. C. Pooser .... (SEAL)
A. C. Pooser

.... (SEAL)

Peggy J. Pooser .... (SEAL)
Peggy J. Pooser

.... (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned , a Notary Public in and for said County, in said State, hereby certify that A. C. Pooser and wife, Peggy J. Pooser

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 , 19 81.

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:

HARRISON, JACKSON & LEE

TO

MORTGAGE DEED