


(Name) Charles A. J. Beavers, Jr.
(Address) 1933 Montgomery Highway, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

T. J. Morris and wife, Norma Morris,
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
MetroBank, an Alabama banking corporation,


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Shelby Cnty Judge of Probate, AL
10/12/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirteen Thousand Ninety-four and 40/100 Dollars
(\$ 13,094.40), evidenced by promissory note of even date herewith and due and
payable in accordance with the terms, conditions, and provisions of said
note and/or any renewal or extension thereof

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,

T. J. Morris and wife, Norma Morris,
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 1, according to the Survey of Circle Hill Subdivision, recorded in
Map Book 5, page 112, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Current taxes.
2. 30 foot building set back line from Hillwood Circle and County Road No. 68 and Hillwood Lane.
3. Right of way deed in favor of Shelby County dated April 10, 1964, recorded in Deed Book 230, page 220, in Probate Office.
4. Title to minerals underlying caption lands with mining rights and privileges pertaining thereto.

This is a second mortgage, second and subordinate to that certain mortgage to Robinson Mortgage Company, Inc. recorded in Mortgage Book 333, page 188, and assigned to Federal National Mortgage Association by assignment recorded in Misc. Book 5, page 753, in Probate Office.

The mortgagors hereby covenant that they will timely pay that certain sanitary sewer assessment due the City of Alabaster in the amount of \$1,282.89 according to the payment schedule arranged with the City of Alabaster. Breach of this covenant shall constitute a default hereunder and entitle the holder of this mortgage to all remedies herein provided in the event of default.

CORLEY, HENRICH, DEPUY & COMPANY, ATTORNEYS
1933 MONTGOMERY HIGHWAY
BIRMINGHAM, ALABAMA 35209

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the 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 T. J. Morris and wife, Norma Morris, have hereunto set their signatures and seal, this 18th day of September, 1981

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 OCT 12 AM 8:15
Mtg. Tax. 1965-
Rec - 300
Incl. 100
23.65

T. J. Morris (SEAL)
Norma Morris (SEAL)

THE STATE of ALABAMA } COUNTY }
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. J. Morris and wife, Norma Morris, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on the day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same here made.
Given under my hand and official seal this 18th day of September, 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

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CORLEY, MORGUS, GIBBONS, FINE & BEAVERS, ATTORNEYS
1933 MONTGOMERY HIGHWAY
BIRMINGHAM, ALABAMA 35209

Return to:
T. J. Morris and wife,
Norma Morris
TO
MetroBank

MORTGAGE DEED

This form furnished by
LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203