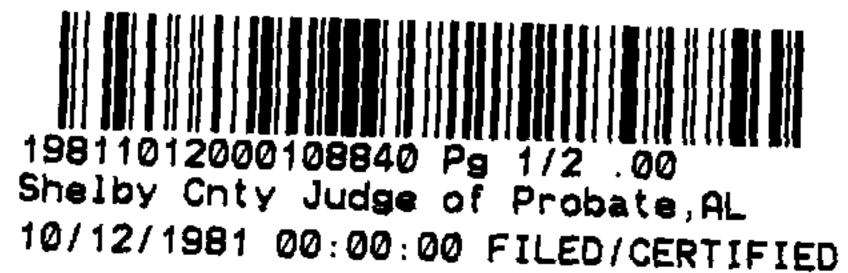
(Name) Charles A. J. Beavers, Jr.
(Address) 1933 Montgomery Highway, Birmingham, Alabama 35209
MORTGAGE LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas.

COUNTY OF SHELBY

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



(hereinafter called "Mortgagee", whether one or more), in the sum Dollars of Thirteen Thousand Ninety-four and 40/100 (\$ 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 Shelby County, State of Alabama, to-wit: real estate, situated in

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:

- Current taxes.
- 2. 30 foot building set back line from Hillwood Circle and County Road No. 68 and Hillwood Lane.
  - 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.

CCRLEY, MONOUS, BERVERS, RITGRNEYS 1933 MONTGOMERY HILHWAY BIRMINGHASS, ALLAGAMA 35209.

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

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 TESTIFY THE MAG 141 1965 PAGE 137 Norma Morris 418 COUNTY 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 argigned to the foregoing conveyance, and who are known to me acknowledged before that being informed of the contents of the conveyance they executed the same voluntarily on the slay the same best Given under my hand and official seal this day of Notary Public. THE STATE of MY COMMISSION EXPIRES JUNE 17, 1982

COUNTY

, a Notary Public in and for said County, in said State,

hereby certify that

whose name as

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

Shelby Cnty Judge of Probate, AL

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Selling MONTGOME

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