The State of ALABAMA JEFFERSON \_County Shelby Cnty Judge of Probate, AL 11/23/1981 00:00:00 FILED/CERTIFIED Know All Men By These Presents, That whereas the undersigned. James E. McKnight, Jr. and wife, Georgia A. McKnight Finance One of Alabama, Inc., an Alabama corporation justly indebted to\_ (hereinafter called Mortgagee) evidenced by a promissory note of even date herewith payable according to the terms stated therein PAGE 984 Finance One of Alabama, Inc., an Alabama corporation and whereas the said. desirous of securing the prompt payment of said indebtedness with interest when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment of the same they the said\_ at maturity,\_ James E. McKnight, Jr. and wife, Georgia A. McKnig do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated

Lot 15, Block 4, according to Meadowlark, as shown by the Survey of said subdivision recorded in Map Book 7, Page 98, in the Probate Office of Shelby County, Alabama.

County, State of Alabama

Subject to all easements, restrictions and right of ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore executed to Molton, Allen & Williams, Inc. as recorded in Mortgage Book 393, Page 95 and assigned to City Federal Savings and Loan Association as recorded in Misc. Volume 32, Page 336 in the Probate Office of Shelby County, Alabama.

said property is warranted free from all incumbrances and against any adverse claims.

Shelby

\_to-wit:

To Have And To Hold the above granted premises unto the said Mortgagee, theirs, 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 at Columbiana in said County and State, sell the same in lots or purcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, in Columbiana 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. James E. McKnight, Jr. and wife, Georgia A. McKnight IN WITNESS WHEREOF November 16th have hereunto set OUY signature and seal, this STATE OF ALA. SHELBY CO. Witnesses: MIE 985 James E. McKnight / Jr. (SEAL) A. McKnight JUDGE OF PROBATE (SEAL) THE STATE of ALABAMA **JEFFERSON** \_County./ \_\_\_\_, a Notary Public in and for said County, in said State the undersigned hereby certify that Georgia A. McKnight, wife of James E. McKnight, Jr. whose name 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 the conveyance She executed the same voluntarily on the day the same bears date November Given under my hand and official seal this 16th day of THE STATE OF MARYLAND COUNTY OF X Howard I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. McKnight, Jr., husband of Georgia A. McKnight, whose name 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 conveyance the executed the same voluntarily on the day the same bears date. 211 31 11 1 NOTARY PUBLIC Robert Edward Brown 19811123000125830 Pg 2/2 .00 Shelby Cnty Judge of Probate, AL 11/23/1981 00:00:00 FILED/CERTIFIED

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