This	instrument	WAS	prepared by	
	\$1101 F #111 C11 F		hicheren nl	

COUNTY Jefferson

(Name) C. M. Moncus		(	
	nery Highway		
MORTGAGE LAND THUS CO	MITANY OF ALABAMA, Sirmingham, Alabama		
STATE OF ALABAMA	)	OP DEPENDS That What	

William Alan Cook and wife, Johnnita Harkins Cook
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Nancy T. Laib

William Alan Cook, and wife Johnnita Harkins Cook

17 max 886

And Whereas, Mortgagore agreed, in incorring said indebtodness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagore,

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William Alan Cook and wife, Johnnita Harkins Cook

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:

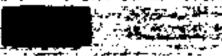
Lot 9, Block 3, according to the survey of Gross' Addition to Altadena South, 2nd Phase of 1st Sector as recorded in Map Book 6, Page 17, in the Probate Office of Shelby County, Alabama.

This is a second purchase money mortgage.

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

033-MONTECTON

\* 12.





To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forover; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or ussessments 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 reaconable 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

IN WIT	Page III Angrico	ry, should the same	a reasonable	e attorney's fee to said Mortgag osed, said fee to be a part of the	id property, if the highest ee or assigns, for the fored debt hereby secured.	closure
	NESS WHERE	OF the undersigned	William	Alan Cook and wife, Jo	ohnnita Harkins Coo	k
have hereuni	to set Our	signature and	d seal, this	15 day of January		 -3*,
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hereby certif	y that Will:	iam Alan Cook	and wife,	Johnnita Harkins Cook		ڙ."
Whose name.	tioned to	the foregoing conve	evence and w	ho are known to me ack	nominational hadons must on this	
_				executed the same voluntarily		_
		nd official seal this	_	_	1982	•
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THE STATE	E of	<u> </u>	)		/ F (C 28 1 7 )	
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a corporation being inform for and as th	n, is signed to ned of the conta he act of said co	ents of such convey rporation.	eyance, and vance, he, as	such officer and with full author	ity, executed the same volum	ntarily