

SECOND MORTGAGE

This instrument was prepared by

1192

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PAULA JERYL BEATTY, A SINGLE WOMAN

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

JAMES F. KIRSTEN AND WIFE, KATHRYN K. KIRSTEN

(hereinafter called "Mortgagee", whether one or more), in the sum

of FIVE THOUSAND FIVE HUNDRED AND NO/100—

Dollars

(\$ 5,500.00), evidenced by Promissory Note of even date.

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,

PAULA JERYL BEATTY, A SINGLE WOMAN

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:

A lot in the SE-1/4 of NE-1/4 of Section 12, Township 24, Range 15 East, more particularly described as follows: Commence at the S.W. corner of said Quarter-Quarter Section and run thence Easterly along the South boundary of said Quarter-Quarter Section 1018 feet; thence turn an angle of 90 deg. 15 min. left and run thence 424 feet to a point; thence turn an angle of 89 deg. 45 min. to the left and run thence 210 feet; thence turn an angle of 90 deg. 30 min. right and run thence to a point on what is known as the 434 contour; thence run Westerly along said 434 contour 266 feet to a point where said contour intersects the west boundary of 5th Street, which said point constitutes the point of beginning of the lot herein described and conveyed; thence continue Westerly along said contour #434, fifty feet to a point; thence Southerly and parallel with the West boundary of said SE-1/4 of the NE-1/4 170 feet to 3rd Avenue; thence Easterly and parallel with the South boundary of said SE-1/4 of NE-1/4 50 feet to 5th Street; thence Northerly along West boundary of 5th Street and parallel with the West boundary of said SE-1/4 of the NE-1/4 165 feet to the point of beginning. Said Lot also being described as Lot 8, Block 10, according to Glasscock's Subdivision of Spring Creek, as surveyed by J. R. McMillan, Reg. Land Surveyor, on August 19, 1957, and which survey is filed for record in the Probate Office of Shelby County, Alabama in Map Book 4, Page 23.

This is a purchase money second mortgage.

BOOK 419 PAGE 463

100-100-010-000

To Have And To Hold the above granted property unto the said 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

PAULA JERYL BEATTY, A SINGLE WOMAN

have hereunto set my signature and seal, this 1st day of April, 1982

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1982 APR -1 AM 11:40

PAULA JERYL BEATTY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of
SHELBY

ALABAMA
JUDGE OF PROBATE
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that PAULA JERYL BEATTY, A SINGLE WOMAN,

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.

Given under my hand and official seal this 1st day of April, 1982

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

TO

MORTGAGE DEED

Return to:

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama