

Know All Men By These Presents, That whereas the undersigned

Fred T. Chalmers, an unmarried man

justly indebted to Finance One of Alabama, Inc., an Alabama corporation

(hereinafter called Mortgagee)

in the sum of Sixteen Thousand Five and 75/100 Dollars

evidenced by a promissory note of even date herewith and payable according to the terms stated therein

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and whereas the said Finance One of Alabama, Inc., an Alabama corporation

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

at maturity, he the said Fred T. Chalmers, an unmarried man

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated

in Shelby County, State of Alabama to-wit:

Condominium Unit Number 143 of Cambrian Wood Condominium, a condominium according to the Declaration of Condominium Ownership of Cambrian Wood Condominium, recorded in Book 12, beginning at page 87, and amended by Misc. Book 13, Page 2; Misc. Book 13, Page 4, and Misc. Book 13, Page 344, in the Office of the Judge of Probate of Shelby County, Alabama. Together with an undivided .0133124 percent interest appurtenant to said unit in the common elements as set forth in Exhibit C of said Declaration, and together with all of its appurtenances according to the Declaration.

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

This mortgage is second and subordinate to that certain mortgage heretofore executed to Charter Mortgage Company as recorded in Mortgage Book 390, Page 313, and assigned to Metropolitan Life Insurance Company as recorded in Misc. Book 21, Page 825 and in Misc. Book 33, Page 554, in the Probate Office of Shelby County, Alabama.

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

ROBERT E. CARTER, ATTORNEY
P. O. BOX 9114
BIRMINGHAM, AL 35213

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To Have And To Hold the above granted premises unto the said Mortgagee, its 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 at Columbiana 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, 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.

IN WITNESS WHEREOF Fred T. Chalmers, an unmarried man have hereunto set his signature and seal, this 12th day of May 19 82

Witnesses: Fred T. Chalmers (SEAL)
Fred T. Chalmers (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
JEFFERSON County.

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Fred T. Chalmers, an unmarried man

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of May 19 82
Calhoun Kan
Notary Public.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 MAY 19 AM 9:02
Mtg. 24.15
Rec. 3.00
Jud. 1.00
28.15
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RETURN TO:
FREDERICK E. CARTER, ATTORNEY
P. O. BOX 1124
HUNTINGHAM, AL 35213
TO
Fred T. Chalmers, unmarried
Finance One of Alabama, Inc.

MORTGAGE DEED
THE STATE OF _____ County
I, _____
Judge of the Probate Court of said _____ county, hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____ and was recorded in Vol. _____ Record of Deeds, pages _____ on the _____ day of _____, 19____
JUDGE OF PROBATE
Mtg. Tax \$ \$ \$
Recording Fee \$ \$ \$
Total \$ \$ \$