

The State of ALABAMA
JEFFERSON County

641

Know All Men By These Presents, That whereas the undersigned

Thomas J. Pierino and wife, Kyle Ann Pierino

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

(hereinafter called Mortgagee)

in the sum of Twenty-Five Thousand Eight Dollars and Ninety Eight Cents (25,008.98) Dollars

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

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, they the said Thomas J. Pierino and wife, Kyle Ann Pierino

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

in Shelby County, State of Alabama to-wit:

Lot 39, according to the Survey of Shelby County Sector of 2nd Sector, Altadena Bend as recorded in Map Book 5, page 131, in the Probate Office of Shelby County, Alabama.

This mortgage is second and subordinate to that certain mortgage to First Southern Federal Savings & Loan Association as recorded in Mtg. Vol. 380, page 619, in said Probate Office.

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

WILLIAM E. BRUCKS

SUITE 320

#1 INDEPENDENCE PLAZA

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 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 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 Thomas J. Pierino and wife, Kyle Ann Pierino

have hereunto set our signature and seal, this 12 day of May, 1982

Witnesses:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
MAY 20 AM 9:08
3.00
1.00
H. 65

Thomas J. Pierino (SEAL)
Thomas J. Pierino (SEAL)
Kyle Ann Pierino (SEAL)
Kyle Ann Pierino (SEAL)
 (SEAL)

THE STATE of ALABAMA JUDGE OF PROBATE
JEFFERSON COUNTY County.

I, the undersigned , a Notary Public in and for said County, in said State hereby certify that Thomas J. Pierino and wife, Kyle Ann Pierino

whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of May, 1982

William H. Halbrook
Notary Public.

WILLIAM H. HALBROOKS
SUITE 820
#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL 35209

TO

MORTGAGE DEED

THE STATE OF County

I,
Judge of the Probate Court of said
County, hereby certify that the forego-
ing conveyance was filed for registra-
tion 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 \$ \$ \$