CORRECT[redacted]E MORTGAGE [redacted]

The State of [redacted]FFERSON }
County }

275-

Know All Men By These Presents, That whereas the undersigned David S. Baskin and wife, Jean L. Baskin

justly indebted to Finance One of Alabama, Inc., an Alabama corporation (hereinafter called Mortgagee)

in the sum of Ten Thousand Three Hundred Seventy and 44/100------------------------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 David S. Baskin and wife, Jean L. Baskin

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated in Shelby County, State of Alabama to-wit:

BOOK 421 PAGE 703

See release Misc Bk 56 pg 660 - (5-16-84)

Lot 115, according to Fourth Addition, Riverchase West Residential Subdivision, as recorded in Map Book 7, Page 156, in the Probate Office of Shelby County, 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 Real Estate Financing, Inc. as recorded in Mortgage Book 416, Page 17, in the Probate Office of Shelby County, Alabama.

The purpose of this mortgage is to correct that certain mortgage heretofore filed in Mortgage Book 421, Page 467, to show the correct date as July 2, 1982, rather than June 21, 1982.

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

ROBERT E. CARTER, ATTORNEY
P. O. BOX 7114,
BIRMINGHAM, 35213

TP-1-50

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 David S. Baskin and wife, Jean L. Baskin

have hereunto set our signature and seal, this 2nd day of July, 19 82

Witnesses:

David S. Baskin (SEAL)
David S. Baskin

(SEAL)

Jean L. Baskin (SEAL)
Jean L. Baskin

(SEAL)

(SEAL)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JUL -9 AM 9: 42
corrected
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 3.00
Ind 1.00
4.00

BOOK 421 PAGE 704

THE STATE of ALABAMA

JEFFERSON County.

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that David S. Baskin and wife, Jean L. Baskin

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 2nd day of July 19 82

Notary Public.

RETURN TO: ROBERT [illegible] CAR[illegible], ATTORNEY
P. O. BOX 2114
BIRMINGHAM, AL 35213

David S. Baskin and
wife, Jean L. Baskin

TO

[redacted] Finance One of Alabama, Inc.

MORTGAGE DEED

THE STATE OF ______
______ County

I, [redacted]udge of the Probate Court of said ounty, hereby certify that the forego- g conveyance was filed for registra- ion 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 $

[redacted]