	<b>-</b>	38	85				
(Name)	Jane M. Martin	Asst. V. P. Loan	Admn.	Shelby	State Bank		*******
(Address)	P. O. Box 216	Pelham, Alabama	35124	*****		••••••	
Form 1-1-22 R MORTGAG		INSURANCE CORPORATE	ION, Birmir	igham, Ala	bama		
STATE OF	Shelby   KNOW ALL MEN BY THESE PRESENTS: That Whereas,				eas,		
		Stephen L. Cha	rlton an	ed wife,	Phyllis K.	Charlton	
	r called "Mortgagors", w Corporation	hether one or more) are ju	astly indebto	ed, to S	helby State	Bank, an A	Alabama
of Fift	v Thousand and no	(he /100			gagee", whether		in the sun Dollar
	_	their note of ev					•

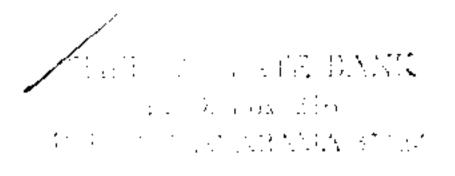
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Stephen L. Charlton and wife, NOW THEREFORE, in consideration of the premises, said Mortgagors, Phyllis K. Charlton

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: real estate, situated in Shelby

Lot 49, 1st Sector of Chandalar South, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 5, Page 106. Situated in Shelby County, Alabama.

This is a Second Mortgage



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

Stephen L. Charlton and wife, Phyllis K. Charlton

			1.
have hereunto set their	signature s and seal this	Jay of Suple	, 19/3
u Leta . 7 A a	TOPRTHY THIS SILAT WAS FILED	Stephen L. Cha	rIton (SEAL)
		PRullin K.	hailton (SEAL)
7 1.00	1983 SEP 12 AN 8: 33	Phyllis K. Cha	(SEAL)
79.00	The a Showing	~\$^4\\$~~	(SEAL)
THE STATE of Alaba	ma		
Cou	nty COUNTY		
I, the undersig		•	and for said County, in said State,
hereby certify that St	ephen L. Charlton and	wife, Phyllis K. Cha	rlton
THE STATE of	COUNTY		n and for said County, in said State,
hereby certify that			$\epsilon_{ij} = \frac{1}{2\pi} \epsilon_{ij} = \frac{1}{2\pi} \sqrt{2\pi} \epsilon_{ij}$
whose name as a corporation, is signed to t being informed of the conten- for and as the act of said corp	its of such conveyance, he, as	who is known to me, acknow such officer and with full aut	ledged before me, on this day that, hority, executed the same voluntarily
Given under my hand an		day of	, 19
			Notary Public
THE THE	, <b> </b>		
3	<b> </b>		.5 <u>22</u>

MORTGAGE DEED Charlton State Bank Phyllis Shelby

nsurance Gorporat Title Guarantee Division INSURANCE - ABSTRAC FORM FROM Title THIS

TITLE

Birmingham, Alabama

Return to:

Charlton

Stephen