

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form TICOR 6000 1-84

MORTGAGE-TICOR TITLE INSURANCE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Peggy Lynn Sumerlin and husband, Simon Sumerlin

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

✓ James Alexander

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

of ONE THOUSAND, SEVEN AND 65/100

(\$ 1,007.65), evidenced by one Promissory Real Estate Mortgage Note of this date in the
(without interest)
amount of \$1,007.65, payable in monthly installments of \$85.00, payable on the
17th day of each month after date, commencing July 17, 1985, until said sum is
paid in full.

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,

Peggy Lynn Sumerlin and Simon Sumerlin

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 part of Lot 13, according to the Original Plan of the Town of Montevallo, Alabama,
more particularly described as follows: Begin at the Westernmost point of the inter-
section of Valley and Shelby Street; thence Southwest along the Northwest side of
Valley Street 375 feet to the Southwest corner of lot sold to Charlie Webb, as shown
by deed in Deed Book 140, Page 472, in the Probate Office of Shelby County, Alabama,
for point of beginning; run thence Northwest along the line of Charlie Webb's lot 133
feet; then Southwest and parallel to Valley Street 50 feet; thence Southeast and
parallel to Webb's lot line 133 feet to Northwest line of Valley Street; thence North-
east along Valley Street 50 feet to the point of beginning.

This mortgage is second and subordinate to a first mortgage on the same property
which was executed by the mortgagors to Central State Bank. If default is made on
said first mortgage, or a petition in bankruptcy is filed by or against either of the
mortgagors herein, or their assigns, or an application is filed in proceedings under
Chapter XIII of the Bankruptcy Act, in the United States District Court, or in any
court for a receiver for any of the mortgagors herein, or their heirs or assigns, all
principal on the debt for which this instrument is given as security shall be
immediately due and payable without notice, and this mortgage shall be subject to
foreclosure in the manner provided for below in case of default.

P.O. Box 337

Alabaster, Al.

35007

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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

have hereunto set OUR signature S and seal, this 17th day of June 1985.

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

1985 JUN 17 PM 2:20

Notary Fee - 1.65
Rec. 5.00
Ind. 1.00
765

Peggy Lynn Sumerlin (SEAL)
Simon Sumerlin (SEAL)
(Simon Sumerlin) (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Peggy Lynn Sumerlin and husband, Simon Sumerlin

whose names 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 17th day of June 1985.

THE STATE of ALABAMA
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.

MORTGAGE DEED

This form furnished by:
TICOR TITLE INSURANCE
413 21st Street North, Birmingham, Alabama 35203
(205) 251-8484