

THIS INSTRUMENT PREPARED BY:

NAME: James F. Burford, III
Suite 200, 100 Vestavia Office Park
ADDRESS: Birmingham, AL 35216

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

297
Know All Men By These Presents, that whereas the undersigned Joseph D. Meloni and wife, Shari J. Meloni are justly indebted to Riverchase Builders, Inc.

in the sum of Sixty Two Thousand and 00/100 Dollars

evidenced by the promissory note bearing even date herewith

and whereas it is desired by the undersigned to secure 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, the undersigned, Joseph D. Meloni and wife, Shari J. Meloni

do, or does, hereby grant, bargain, sell and convey unto the said Riverchase Builders, Inc.

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 225, according to the survey of Riverchase Country Club, Residential Subdivision - Ninth Addition as recorded in Map Book 8, Page 46 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

62 This is a purchase money third mortgage and is third and subservient to those certain mortgages to AmSouth Mortgage Company, Inc. and to City Federal Savings & Loan Association bearing even date herewith.

056 This mortgage is not assumable and the sums secured hereby shall be at once due and payable upon the sale or conveyance by mortgagor of any interest in the property herein.

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

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 30th day of December, 1985
WITNESSES:

Joseph D. Meloni (Seal)
JOSEPH D. MELONI
Shari J. Meloni (Seal)
SHARI J. MELONI
(Seal)
(Seal)

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STATE OF ALABAMA

General Acknowledgement

JEFFERSON

County

I, the undersigned,

a Notary Public in and for said County in said State.

hereby certify that Joseph D. Meloni and wife, Shari J. Meloni

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 have executed the same voluntarily on the day the same bears date. L A A A A

Given under my hand and official seal this 30th day of December,

19 85

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that
whose name as President of

whose name as _____ President 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 the 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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1986 JAN -7 AM 10:28

JUDGE G. FROBAY

RECORDING FEES

Mortgage Tax	\$ 43.00
Deed Tax	
Mineral Tax	
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 49.00

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

MORTGAGE