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This	instrument	WBS	prepared by	
	14101.004.00		M	

(Name) W J Kiser for City Federal Savings and Loan Association
(Address) 2030 2nd Avenue North, Birmingham, Alabama 35203
NAME OF THE COMPANY OF ALABAMA, Strmingham, Alabama

STATE OF ALABAMA COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joseph D Meloni, Shari D Meloni and Bill Goggans (hereinafter called "Mortgagors", whether one or more) are justly indebted, to

City Federal Savings and Loan Association

(hereinafter called "Mortgagee", whether one or more), in the sum of __Twenty five thousand & 00/00-------Dollars (\$ 25,000.00), evidenced by One promissory note of even date, payable by a single payment of 26,664.38 on June 28, 1986

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

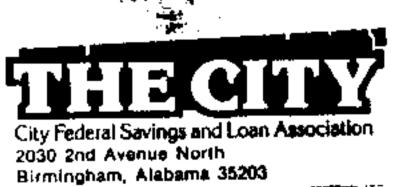
NOW THEREFORE, in consideration of the premises, said Mortgagors, Joseph D Meloni, Shari J Meloni and Bill Goggans

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

DOK 057 PAGE 64

This mortgage to be a second mortgage and subordinated to the first mortgage by Amsouth in the amount of \$171,300.00.



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







debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mort-

gagee, 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 weck 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 Joseph D Meloni, Shari J Meloni, and Bill have hereunto set 30th day of December Our signature g and seal, this STATE OF ALA. SHELBY CO. > I CERTIFY THIS 1986 JAN 13 PH 3: 06 Shelby Cf Philip COUNTY ľ, , a Notary Public in and for said County, in said State, Candace Eaton Joseph D Meloni, Shari J Meloni & Bill Goggans hereby certify that known to me acknowledged before me on this day, whose name aresigned to the foregoing conveyance, and who are executed the same voluntarily on the day the same bears date. that being informed of the contents of the conveyance , 19 85 December Given under my hand and official seal this day of Notary Public. THE STATE of COUNTY , a Notary Public in and for said County, in said State, I, hereby certify that whose name as 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. 30th day of She Enthan Given under my hand and official seal, this the

Leturn to: 2030 212 Me N

MORTGAGE DEET

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This form furnished by

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