

This instrument was prepared by

1519

(Name) Norman L. Collum

(Address) P. O. Box 59293, Birmingham, AL. 35259-9293

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael L. Bratton, a married man

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

Jean C. Collum

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

of Thirty four thousand and no/100-----Dollars  
(\$ 34,000.00 ). evidenced by Real Estate Mortgage Note

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,

Michael L. Bratton, a married man

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:

Lot No. 42, as shown on a map recorded in Map Book 5, Page 10, in the Probate Office of Shelby County, Alabama, entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows: Begin at the intersection of the Northerly right of way line of 3rd Avenue West and the Westerly right of way line Hill Street, said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence northeasterly along said right of way line of 3rd Avenue West for 136.94 feet; thence 91 degrees, 50 minutes, 04 seconds left and run Northwesterly for 147.06 feet; thence 85 degrees, 37 minutes, 31 seconds left and run Southwesterly for 136.26 feet; thence 93 degrees, 50 minutes, 25 seconds left and run Southeasterly for 153.08 feet to the point of beginning.

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This conveyance is subject to easements and restrictions of record.

This is a purchase money mortgage.

THE PROPERTY BEING CONVEYED DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR NOR OF THE MORTGAGOR'S SPOUSE.

See attached Exhibit "A" for additional terms.



**SUNNY REALTY, INC.**  
3324 INDEPENDENCE DRIVE  
BIRMINGHAM, ALABAMA 35209

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



EXHIBIT "A"

The mortgaged premises are subject to the lien of the following described mortgage (hereinafter referred to as "senior mortgage"):

Mortgage to Colonial Financial Services, Inc. filed for record January 8, 1979 and recorded in Vol. 387, Page 144, in the Probate Office of Shelby County, Alabama.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said senior mortgage (except the requirement to make the payments of principal and interest thereon), and upon compliance by mortgagor with the terms and conditions contained in said senior mortgage and contained herein, mortgagee will pay the installments of principal and interest from time to time due under said senior mortgage in accordance with its terms. Nothing contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in said senior mortgage required to be performed by mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If mortgagor shall default in the performance of any term or provisions contained in this mortgage, mortgagee shall not be obligated to pay any principal or interest under the senior mortgage.

In case of default hereunder, in addition to any other rights and remedies available to mortgagee, mortgagee may, but need not, make any payment or perform any act herein required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the senior mortgage, other prior encumbrances, if any, and purchase, discharge, compromise or settle the senior mortgage, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other money advanced by mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 11½% per annum. Inaction of the mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of mortgagor.

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

1986 AUG 21 AM 9:28

*Thomas A. J. ...*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>51.00</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>64.00</u>