

This is a corrected mortgage to that mortgage recorded
Oct. 30, 1986 in Book 097, Pg. 756-757.

ACCOUNT # 40307-1
BRANCH Clanton

This instrument was prepared by 2/95 2321

(Name) April Burks
(Address) 1608 7th St No Clanton AL 35045

REAL ESTATE MORTGAGE

STATE OF ALABAMA }
COUNTY Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Kenneth Rogers and wife, Minnie Marie Rogers

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to City Finance Co. of Alabama (hereinafter called
"Mortgagee", whether one or more), in the principal sum of seven thousand seven hundred sixty two and 44/100 Dollars
(\$ 7762.44), evidenced by a certain promissory note of even date with a Total of Payments in the amount of 12600.00 Dollars,
which total sum includes interest and any other legal financing charges, payable in 60 consecutive monthly installments, each of \$210.00
beginning November 27 1986 and ending October 27 1991, or until 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, 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. 33-A as shown on the map entitled Property Line Map, Siluria Mills, prepared by Joseph A Miller, Registered Civil Engineer on October 5, 1965, and being more particularly described as follows: Commence at the intersection of the North right-of-way line of Center Avenue and the East right-of-way line of Cotton Street, said right-of-way lines as shown on the map of the dedication of the streets and easements, Town of Siluria, Alabama; thence North along the said right-of-way line of Cotton Street for 305 feet to the point of beginning; thence 92°23'15" left and run Northerly for 37 feet to a point on the South-westerly right-of-way line of the Louisville & Nashville Railroad; thence Northwesterly along said right-of-way line of the Louisville & Nashville Railroad and along the arc of a curve to the right having a radius of 1960.08 feet for 40.12 feet; thence 55°55'14" left as measured from a tangent of aforesaid curve and run Westerly for 196.16 feet to a point on the Easterly right-of-way line of said Cotton Street; thence 92°15'26" left and run Southerly along said right-of-way line of Cotton Street for 70.0 feet to the point of beginning.

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Being all or a portion of the real estate conveyed to Mortgagors by Fred H Powell and Sybil E Powell
by a warranty Deed dated April 21, 1974, and recorded in the Judge of Probate
Office of Shelby County, Alabama, in Book 286 Page 809

Said property is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

CITY FINANCE COMPANY
CHILTON MART SHOPPING CENTER
1808 SEVENTH STREET NO.
CLANTON, ALABAMA 35045

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TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors 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 the same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to the extent not prohibited by law, 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, to said Mortgagee, as Mortgagee's interest may appear, and promptly deliver said policies, or 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 Mortgagee, and to the extent not prohibited by law bear at the lawful rate interest from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagor directs any Insurer to pay holder directly to the extent of Holders interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if 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 lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, 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 the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, 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 Counties, (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 reasonable attorney's fees as permitted by law and provided for herein Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, or other encumbrances, 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 where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee 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.

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned **Kenneth Rogers and wife, Minnie Marie Rogers**

have hereunto set their signatures and seal, this **21st** day of **October**, 19 **86**

"CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."

Important
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

Signature: Kenneth Rogers
Type Name Here: **Kenneth Rogers**
Signature: Minnie Marie Rogers
Type Name Here: **Minnie Marie Rogers**

THE STATE OF **Alabama**
Chilton COUNTY

I, **Rebecca Nichols**, a Notary Public in and for said County, in said State, hereby certify that **Kenneth Rogers and wife, Minnie Marie Rogers**

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 **21st** day of **October**, 19 **86**
My commission expires **My Commission Expires 7-11-89** **Notary Public**

RECORDED
1987 JAN 29 PM 12:44
Re-Recorded
JUDGE OF PROBATE

THE STATE OF _____ COUNTY _____
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.

Given under my hand and official seal, this the _____ day of _____, 19 _____
My commission expires: _____ Notary Public

FROM
Kenneth Rogers and wife, Minnie Marie Rogers
TO
**City Inance Co.
1608 7th Street North
Clanton AL 35045**

MORTGAGE DEED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1986 OCT 30 AM 8:31
Judge of Probate

1. Deed Tax \$ _____
2. Mtg. Tax 11.70
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 17.70

AFTER FILING, RETURN THIS DOCUMENT TO:

Street Address or Post Office Box

City, State and Zip Code