

This instrument was prepared by

(Name) Bruce L. Gordon
Gordon, Silberman, Wiggins & Childs
 1500 Colonial Bank Building
 (Address) Birmingham, Alabama 35203



This Form furnished by:

Cahaba Title, Inc.
 1970 Chandalar South Office Park
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-**STATE OF ALABAMA****SHELBY****COUNTY****KNOW ALL MEN BY THESE PRESENTS: That Whereas,****CHANDRA L. PATTERSON and GUY R. PATTERSON**(hereinafter called "Mortgagors", whether one or more) are justly indebted, to **RANDALL L. PATTERSON**

(hereinafter called "Mortgagee", whether one or more), in the sum
 of Ten Thousand One Hundred and no/100 _____ Dollars
 (\$ 10,100.00), evidenced by Promissory Note executed simultaneously herewith.

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

and other good and valuable consideration as set out below
 NOW THEREFORE, in consideration of the premises, said Mortgagors,

CHANDRA L. PATTERSON and GUY R. PATTERSON

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 14-A according to a resurvey of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and Recreational Area of Davenport's Addition to Riverchase West - Sector 2, as recorded in Map Book 8 page 40 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The other good and valuable consideration referred to above is the Ten Thousand One Hundred and no/100 (\$10,100.00) Dollars loaned by Mortgagee to Gloria Patterson evidenced by a Promissory Note of even date which said Promissory Note is guaranteed by the undersigned Mortgagors.

It is understood that, upon the default in any of the terms and conditions of the Promissory Note executed simultaneously herewith, in addition to any other rights and remedies that the Mortgagee may have, The Mortgagee may exercise his rights under this Mortgage without first proceeding against the Maker of the Promissory Note or any one or more of the guarantors.

This is a second mortgage subordinate to that certain Mortgage from Gloria R. Patterson to Johnson & Associates Mortgage Company dated December 30, 1980, in the amount of \$44,250.00 and recorded in Mortgage Book 409 page 43 in the Office of the Judge of Probate of Shelby County, Alabama.

A default under the terms of that certain Mortgage from Gloria Patterson to Johnson & Associates Mortgage Company in the amount of approximately \$43,000.00 (approximate balance) as set out above shall also be considered a default under the terms of this Mortgage.

This is not the homestead of the Mortgagors.

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; 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

CHANDRA L. PATTERSON and GUY R. PATTERSON

have hereunto set their signatures and seal, this

15th day of Feb, 1988.

Chandra L. Patterson (SEAL)

Guy R. Patterson (SEAL)

Guy R. Patterson (SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY

I, Cynthia S. Keydoszius
hereby certify that Chandra L. Patterson

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

whose name 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 she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 15th day of February, 1988.

Cynthia S. Keydoszius
Notary Public.
My Commission Expires: 1/24/92

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

STATE OF ALABAMA
COUNTY OF JEFFERSON

88 FEB 17 AM 8:18

I, Cynthia S. Keydoszius, a Notary Public in and for said County, in said State, hereby certify that Guy R. Patterson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of February, 1988.

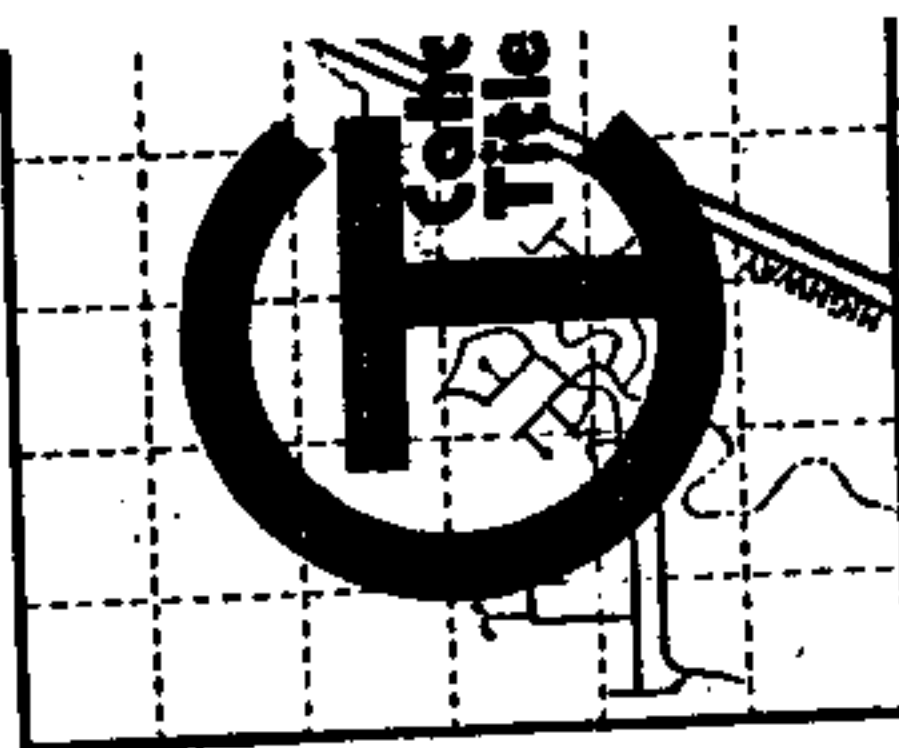
Cynthia S. Keydoszius
Notary Public
My Commission Expires: 1/24/92

1. Deed Tax \$
2. Mtg. Tax 15.15
3. Recording Fee 5.00
4. Indexing Fee 1.00

TOTAL

MORTGAGE DEED

21.15



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.
1970 Chandelar South Office Pa.
Pelham, Alabama 35124

Representing St. Paul Title Insurance Co.

BRUCE L. GORDON
GORDON, SILBERMAN, WIGGINS & CHILCO
A PROFESSIONAL CORPORATION
1500 COLONIAL BANK BUILDING
BIRMINGHAM, ALABAMA 35203

Return to:

CHANDRA L. PATTERSON and
GUY R. PATTERSON
TO
RANDALL L. PATTERSON