

This instrument was prepared by

1249

(Name) Ernest Joseph

(Address) 1560 Montgomery Hwy Suite 212 Birmingham, Ala. 35216

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

✓ Warren D. Sweeney and Wife, Cathy P. Sweeney

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

Ernest Joseph and Joe Joseph

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Eight Thousand Fifty and no/100----- Dollars (\$38,050.00), evidenced by promissory note of \$37,900.00 dated November 11, 1983 and note of \$150.00 dated 10/25/88 payable at \$10.00 per month for 15 months beginning 11/15/88

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,

Warren D. Sweeney and wife, Cathy P. Sweeney

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 3 according to survey of Joseph Subdivision as recorded in map book 8, page 122 in Probate Office of Shelby County, Alabama; and a part of lot 4 of Joseph's Subdivision as recorded in Map Book 8 Page 122, in the office of the Judge of Probate in Shelby County, Alabama. more particularly described as follows: Begin at the Southeasterly corner of said lot 4, thence in a Northwesterly direction, along the Southwesterly line of said Lot 4, a distance of 94.60 feet, thence 101 degrees 22minutes 11 seconds right, in a Northeasterly direction, a distance of 18.19 feet, thence 89 degrees 42 minutes 57 seconds right, in a Southeasterly direction, a distance of 92.75 feet to the Point of Beginning.

This mortgage obligation cannot be assumed without the express written consent of the mortgage holder. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred in any manner whatsoever, the mortgagee has the option to declare the entire balance of the indebtedness due and payable unless consent to the transfer is given in advance by the mortgagee.

This Mortgage Deed supplements Mortgage Deed dated 11th of November 1983, recorded in Book 439 Page 426 in the Probate Office of Shelby County, Alabama.

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731-472 H. S. W.
Alabaster Al
35007

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; as Mortgagee's interest may appear, and to promptly deliver said policies, or any 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 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

WARREN D. SWEENEY AND WIFE, CATHY P SWEENEY

have hereunto set THEIR signatures and seal, this 1st day of February, 19 89

Warren D. Sweeney (SEAL)
WARREN D. SWEENEY
Cathy P. Sweeney (SEAL)
CATHY P SWEENEY (SEAL)
(SEAL)

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THE STATE of

COUNTY }

I, THE UNDERSIGNED

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

hereby certify that WARREN D. SWEENEY AND WIFE, CATHY P SWEENEY

whose names assigned to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of , 19

Notary Public.

THE STATE of *Alabama*

Shelby COUNTY }

I, *Andres L. Jones*

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

hereby certify that *Warren D. Sweeney & Cathy P. Sweeney*

whose name as 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 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 *2nd* day of *June*, 19 *89*

Andres L. Jones, Notary Public
My Commission Expires *3/14/92*

1. Deed Tax \$
2. Mtg. Tax NO TAX COLLECTED
3. Recording Fee 500
4. Indexing Fee 300
TOTAL 800

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

1989 JUN 19 PM 4:32

Thomas A. Browning
JUDGE OF PROBATE

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama