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McEdward M. Nolan

3420 Far Hill Circle, Birmingham, Al 35243

Form 1-1-23 Rev. 1-66  
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Better Built Southern Homes, Inc.**

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

McEdward M. Nolan

(hereinafter called "Mortgages", whether one or more), in the sum of ----Nine-thousand nine-hundred forty-six and 22/100----- Dollars (\$ 9,946.22 ), evidenced by Single promissory note,

BOOK 362 PAGE 746

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,

**Better Built Southern Homes, Inc.**

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 17, according to the survey of Sunrise Cove, as shown by Sub-division Map recorded in Map Book 5, Page 31, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to easements and restrictions of record.

NOTE: This mortgage is second and subordinate to that certain mortgage previously recorded in Real Book 72, Page 279, in the Office of the Judge of Probate, Shelby County, Alabama.

As part of the consideration for receiving the loan which this instrument secures, mortgagor agrees to keep the above-recited superior mortgage in current status at all times and not to increase the principal amount thereof remaining as of this date.

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Said property is warranted free from all incumbrances and is free from 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 Mortgagee 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

Better Built Southern Homes, Inc., Clara V. Clark, President.

have hereunto set its signature and seal, this 27<sup>th</sup> day of August, 1991.

BETTER BUILT SOUTHERN HOMES, INC. (SEAL)

By Clara V. Clark (SEAL)

Clara V. Clark, its President (SEAL)

(SEAL)

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 SEP -9 AM 11:54

THE STATE of ALABAMA  
JUDGE OF PROBATE  
COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that

whose name \_\_\_\_\_ signed 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, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that Clara V. Clark

whose name as President of Better Built Southern Homes, Inc.  
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 27<sup>th</sup> day of August, 1991.

David Perazich, Notary Public  
My Commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES MARCH 26, 1995

|                  |         |
|------------------|---------|
| 1. State Tax     | 15.00   |
| 2. Reg. Fee      | 5.00    |
| 3. Recording Fee | 5.00    |
| 4. Indexing Fee  | 3.00    |
| 5. No Tax Fee    | 1.00    |
| 6. Certified Fee | 1.00    |
| Total            | \$30.00 |

MORTGAGE DEED

Return to:

TO  
McEduardo M. Nolan  
3420 PAR HILL CIRCLE  
BIRMINGHAM, AL 35243

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

Birmingham, Alabama