

This instrument was prepared by:

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Montevallo, Alabama 35115

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MARIE ROMANO, a married woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted to **FIRST FEDERAL BANK,**

A Federal Savings Bank

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

of Twelve Thousand, Five Hundred and 00/100 ----- Dollars
(\$ 12,500.00), evidenced by separate Promissory Note executed on even date herewith.

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, **MARIE ROMANO**

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 103, according to the survey of Indian Highlands, Third Addition, as recorded in Map Book 6 page 28, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

THE REAL ESTATE HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF MORTGAGOR, NOR THAT OF HER SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

Inst # 1992-09532

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

05/28/1992
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCO 27.75

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 sums 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 the 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 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.

Inst # 1992-09532

26th day of May, 1992
Richard L. Dramp
 Notary Public

Notary Public

LOCATED IN RIVERCHASE