

Inst # 1992-29763

12/11/1992-29763

SECOND MORTGAGE 01:00 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
001 MCD 7.50

INITIAL HERE
[Signature]

STATE OF ALABAMA,
COUNTY OF JEFFERSON

WHEREAS, JONATHAN G. GOODE and wife, AMY L. GOODE ("Mortgagor") is/are justly indebted to Fleet Mortgage Corporation ("Mortgagee") in the principal sum of One Thousand Five Hundred and No/100 (\$1,500.00) at zero percent interest, as evidenced by the Promissory note executed by Mortgagor(s) under even date herewith, and payable under the terms as provided in said Note.

NOW, to secure the prompt payment of said note, Mortgagor(s) for and in consideration of the premises, and the sum of Five Dollars to the undersigned in hand paid by the said Mortgagee this day, the receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and situated in Shelby County, Alabama, to wit: See Exhibit "A" attached hereto which is incorporated herein and made a part hereof.

This Mortgage is second and subordinate to that certain first mortgage of even date herewith executed by the Mortgagor herein in favor of FLEET MORTGAGE CORPORATION ("Mortgagee"). The term hereof shall run concurrent with the term of the above referenced first mortgage.

And said Mortgagor(s) do hereby covenant with the said Mortgagee that Mortgagor(s) are lawfully seized in fee of said premises; that they are free of and from all encumbrances except as noted above and that Mortgagor(s) will warrant and defend that same against the lawful claims and demands of all persons.

If Mortgagor(s) shall well and truly pay, or cause to be paid, the said Note, when due, then this conveyance shall become null and void. Should Mortgagor(s) fail to pay said Note when due, Mortgagee is authorized and empowered to sell said property at auction for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

This second mortgage shall not be assumable.

IN WITNESS WHEREOF, Mortgagor(s) have hereunto set their hands and official seals this 25th day of November, 19 92

BORROWER(S):

[Signature of Jonathan G. Goode]
JONATHAN G. GOODE
[Signature of Amy L. Goode]
AMY L. GOODE

STATE OF ALABAMA,
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State hereby certify that JONATHAN G. GOODE and wife, AMY L. GOODE whose name(s) are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of November, 19 92.

(SEAL)

[Signature of Notary Public]
Notary Public

Revised 9/92

[Signature of David Olson]

Inst # 1993-05738
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 27, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1993-05738
03/02/1993-05738
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MJS 7.50

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