

## SECOND MORTGAGE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

WHEREAS, PHYLLIS JUNE BIGHAM ("Mortgagor") is/are justly indebted to SouthTrust Mortgage Corporation ("Mortgagee") in the principal sum of ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$ 1650.00) 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: Lot 14, except the North 5 feet thereof, according to the Survey of Cahaba Manor Townhomes, Third Addition, as recorded in Map Book 7, Page 158, in the Office of the Judge of Probate of Shelby County, Alabama.

This Mortgage is second and subordinate to that certain first mortgage of even date herewith executed by the Mortgagor herein in favor of SouthTrust 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.

CAUTION - It is important that you thoroughly read the contract before you sign it.

IN WITNESS WHEREOF, Mortgagor(s) have; hereunto set their hands and official seals this 14th day of June, 1994.

BORROWER(S):

Phyllis June Bigham  
PHYLLIS JUNE BIGHAM

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, Notary Public in and for said State hereby certify that PHYLLIS JUNE BIGHAM whose names(s) are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of June, 1994.

(SEAL)

06/22/1994-19855  
12:53 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 11.05

James A. Holliman  
My Commission Expires STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar. 12, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Holliman