

SECOND MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

WHEREAS, John D. Harrison, single & Margaret Harrison, single ("Mortgagor") is/are justly indebted to Collateral Mortgage, Ltd.* ("Mortgagee") in the principal sum of Nine Hundred Twenty-Five Dollars (\$ 925.00) 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 ATTACHED SHEET FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

11/03/1994-32803
09:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.50

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

*an Alabama Limited Partnership

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 21st day of October, 19 94.

BORROWER(S):

John D. Harrison
Margaret Harrison

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State hereby certify that John D. Harrison and Margaret Harrison 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 21st day of October, 19 94.

(SEAL)

Notary Public

Revised 4/94

My Commission Expires 10-16-96

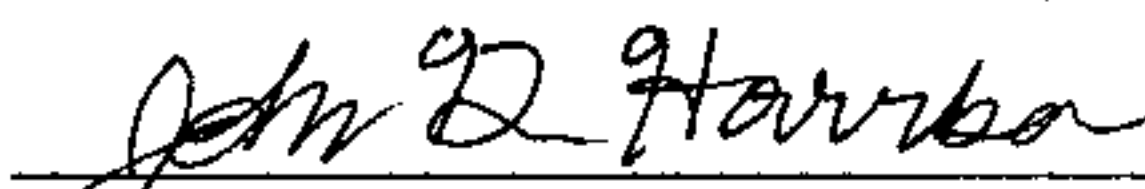
Inst # 1994-32803

MTA

From the Northeast corner of Block 260, Dunstan's Map of Calera, run a tie line along the South right of way line of 20th Street, 229.18 feet to the beginning point of subject parcel of land; from said point, continue along said R/W line North 89 degrees 52 minutes 46 seconds West 110.53 feet; thence South 01 degrees 48 minutes 58 seconds West 166.8 feet; thence along a fence South 89 degrees 56 minutes 52 seconds West 115.72 feet; thence North 00 degrees 01 minutes 57 seconds West 166.84 feet, back to the beginning point; being a part of Lots 5 & 6, Block 259, Dunstans Map of Calera. Being situated in Shelby County, Alabama.

According to the survey of J.S. Pilkington, PE - LS, Ala. Reg. No. 1304, Cert. No. CA-0329-Ls.

SIGNED FOR IDENTIFICATION:


John D. Harrison


Margaret Harrison

Inst # 1994-32803

11/03/1994-32803
09:05 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD

12.50