

## SECOND MORTGAGE

STATE OF ALABAMA )

COUNTY OF SHELBY )

WHEREAS, LaDonna M. Hanscom, Unmarried ("Mortgagor") is/are justly indebted to SouthTrust Mortgage Corporation ("Mortgagee") in the principal sum of One Thousand Seven Hundred & No/100\$ 1,700.00 at three percent (3%) interest as evidenced by the Promissory Note executed by Mortgagors 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 ten and 00/100 dollars (\$10.00) 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~~ <sup>personal property</sup> lying and situated in Shelby County, Alabama, to wit: \* 1995-02290

See Legal Description on attached Exhibit "A".

01/27/1995-02290  
11:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 16.05

THIS Second Mortgage, which secures the payment of that certain Second Promissory Note made by Borrower to Lender dated the same date as this Second Mortgage, is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note and Mortgage having an original principal face amount of \$51.943.00 dollars, dated January 23, 1995, made by Borrower payable to SouthTrust Mortgage Corporation

AND said Mortgagor(s) do/does 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 the 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 in the City of Columbiana, Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

THE Lender consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces, or modifies any provisions of the First Note and the First Mortgage, including any provisions requiring the repayment of money.

Post # 1995-02290

IN the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchaser of the Property. Any person, including his successors and assigns (other than the Mortgagor or a related entity or person to the Mortgagor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

**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) has/have hereunder set their hands and official seals this the 23rd day of January, 19 95.

LaDonna M. Hanscom  
LaDonna M. Hanscom BORROWER

\_\_\_\_\_  
BORROWER

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Larry L. Halcomb, a Notary Public in foresaid state hereby certify that LaDonna M. Hanscom, whose name(s) are assigned to the foregoing mortgage, and who are known to me, acknowledge before me on this day that, being informed of the contents of this mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of January, 19 95.

(SEAL)

Larry L. Halcomb  
Notary Public Larry L. Halcomb

My Commission Expires: 1/23/98

EXHIBIT "A"

Lot 2, according to a Resurvey of Lots 1 through 64, 89 through 104 and A through C of Applegate Manor, as recorded in Map Book 10 page 25, in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama; together with all of the rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed to Applegate Realty, Inc. to the Applegate Townhouse Association, Inc. by deed recorded in Probate Office of Shelby County, Alabama, in Real 65 page 201 and Real 318 page 135 and as more fully defined in the Declaration of Covenants, Conditions and Restrictions of Applegate Townhouse recorded in the Probate Office of Shelby County, Alabama, in Real 63 page 634 as amended by Corporation Record 43 page 711; being situated in Shelby County, Alabama.

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