NAME Thomas H. Jackson			 _
ADDRESS 1810 Third Avenue,	North, Bessemer, Alal	oama 35020	<u></u>
SOURCE OF TITLE	<u> </u>	<u> </u>	
BOOK	PAG	É	<u>~</u>
		Plat Bk	Page
Subdivision	Lot	hill ov	
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MORTGAGE STATE OF ALABAMA COUNTY Shelby	KNOW	ALL MEN BY THESE PRESEN	ITS: That Whereas,
Lestina K. Taylor Harr:	is, and husband Rodne	y Harris	<u></u>
con eleven thousand and sixty (s **11.068.42**** executed on even date herewith and payable accommodate here herewith and payable accommodate herewith and payable accommodate here herewith and payable accommodate herewith and payable herewith and payable accommodate herewith and payable herewith and payable herewith and payable herewith and payable herewith	eight dollars and 42	(hereinafter called "Mort /100************ logether with finance charges as proving activity Agreement until such Note Andre given to secure the prompt payment executing this mortgage, do hereby lee Dogwood public road note West 34 yards, the grant of the Southwest 4 West, containing of	gagee", whether one or more) in the sum ************ ded in said Note And Security Agreement of Security Agreement is paid in full. And it thereof. grant, bargain, sell and convey unto the County, State of Alabama, to-wit: 1, this being the point nence North 50 yards, est Quarter of the one-half acre, more or
		Inst #	1995-07295
This mortgage and lien shall secure not only to		03/21/1 12:03 PM SHELBY COUNTY	995-07295 CERTIFIED JUDGE OF PROBATE 27.65
debts to the extent even in excess thereof of the	principal amount hereof.	-,	
If the Mortgagor shall sell, lease or otherwite Mortgages shall be authorized to declare at its o	e transfer the mortgaged property option all or any part of such indebted	or any part thereof, without the prio- ness immediately due and payable.	r written consent of the Mortgages, the
If the within mortgage is a second mortgage, t	hen It is subordinate to that certain p	rior mortgage as recorded in Vol	NA at Page
NA in the Office of the Judge of Probate of the current balance now due on the debt secure prior mortgage, if said advances are made after the event the within Mortgagor should fall to make any	d by said prior mortgage. The within modey's date. Mortgagor hereby agrees	ortgage will not be subordinated to any not to increase the balance owed that	advances secured by the above described is secured by said prior mortgage. In the

tions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and

shall entitle the within Mortgages to all of the rights and remedies provided herein. Including at Mortgages's option, the right to foreclosure this mortgage.

The mortgage may be paid in full at any time on or before due date.

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

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured againsts loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amount so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by said Mortgagee, or assigns, and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum 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 shall be subject to foreclosure as now provided by 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, but with or without first taking possession, efter giving thirty days' notice, by publishing once a week for three consecurive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or an 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 such attorney's fees as are allowed by law; 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 under

IN WITHESS WHEREO	F the undersigned Mortgagors		nto set their signa	tures and seals this14th		day of
	IT IS IMPORTANT THA		новоисни	READ THE CONTRAC	CT REFORE YOU SE	GN IT"
			Aust	tina K. Za	ylon Alas	res (SEAL)
			KOZ	a K. Taylor Harre	s	(SEAL)
	<u> </u>		Rodney	Hazris	· · · · · · · · · · · · · · · · · · ·	
THE STATE OF Al	abama					
Shelby			COUNTY			
'1 	lersigned		<u> </u>	-	Notary Public in and for sa	aid County, in said State,
hereby certify that	Lestina K. Taylo	r Harri	s and husb	and Rodney Harris	<u> </u>	
whose names are signed conveyance they execute Given under my hand		and who adday the same	re known to me as e bears date. day of	knowledged before me on thi	s day, that being informe	d of the contents of the
MORTGAGE	P	HE STATE OF ALABAMA	· ·	day of o'clock Modertgage Book No. Page er mythand this	For Paxes For Taxes For Taxes	Judge of Probate.