

This instrument was prepared by

(Name) William H. Halbrooks

(Address) 704 Independence Plaza

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MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Of Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

C. Jay Zito and wife, Laura Zito

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Edward J. Webb

(hereinafter called "Mortgagee", whether one or more), in the sum

of One Hundred Fifteen Thousand and no/100----- Dollars
(\$ 115,000.00), evidenced by one promissory note of even date herewith according
to the terms and conditions of said note

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, C. Jay Zito and wife, Laura Zito

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

See Attached Exhibit "A" for Legal Description.

This is a Purchase Money Mortgage.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

As to Parcel II a release will be granted from the operation and effect of this mortgage when the principal mortgage has been reduced by \$35,000.00.

Inst # 1995-08731

04/05/1995-08731
11:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

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

Inst # 1995-08731

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 against 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, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance 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 amounts 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 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 Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, 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 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, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive 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 en 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 a reasonable attorney's fee; 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 undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned C. Jay Zito and wife, Laura Zito have hereunto set their signatures and seals this 15th day of February, 19 95

C. Jay Zito (SEAL)

Laura Zito (SEAL)

Laura Zito (SEAL)

THE STATE of Alabama }
Jefferson COUNTY }
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Jay Zito and wife, Laura Zito whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 15th day of February, 19 95

Notary Public.

THE STATE of }
COUNTY }
I, a Notary Public in and for said County, in said State, hereby certify that whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the day of , 19 , Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2693
(205) 251-2871

LT006

B.T. 4

EXHIBIT "A"

Lot 8, Block 1, of First Sector of Rockwood Ridge, as recorded in Map Book 80, page 17, in the Office of the Judge of Probate of Jefferson County, Alabama, EXCEPT that part of said Lot 8 being more particularly described as follows:

Begin at the NW corner of Lot 8; thence Southerly along the Westerly line of said Lot 8, a distance of 11.0 feet, thence $85^{\circ}27'15''$ left, in an Easterly direction, a distance of 179.16 feet; thence $80^{\circ}17'45''$ left, in a Northerly direction, a distance of 26.0 feet to the NE corner of said Lot 8; thence Westerly along the Northerly line of said Lot 8, a distance of 185.0 feet to the point of beginning.

ALSO a parcel of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 19 South, Range 2 West, more particularly described as follows:

Begin at the SW corner of said Lot 8 Block 1, of First Sector, Rockwood Ridge, thence in a Northeasterly direction along the Southerly line of said Lot 8, a distance of 166.99 feet to the SE corner of said Lot 8; thence $89^{\circ}26'$ right, in a Southeasterly direction, a distance of 55.08 feet; thence $108^{\circ}46'$ right, in a Westerly direction, a distance of 176.36 feet to the point of beginning.

All situated in Jefferson County, Alabama.

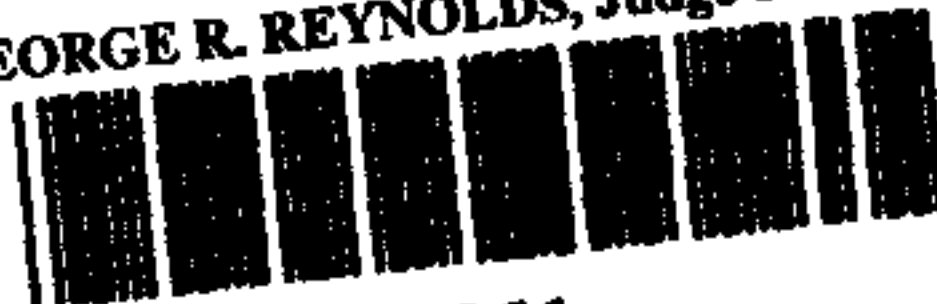
PARCEL II

Lot 32, according to the Survey of Apache Ridge, Sector 6, as recorded in Map Book 17, Page 45, in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1995-08731

04/05/1995-08731

11:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

State of Alabama - Jefferson County
I certify this instrument filed on:
1995 FEB 23 A.M. 08:37
Recorded and \$ 172.50 Mtg. Tax
and \$ 9.50 Deed Tax and Fee Amt.
Total \$ 182.00
S GEORGE R. REYNOLDS, Judge of Probate

9502/7761