

SECOND MORTGAGE

STATE OF ALABAMA
COUNTY OF Shelby

WHEREAS, Jerri Annette Cloud, a single / individual ("Mortgagor") is/are justly indebted to Collateral Mortgage, Ltd.* ("Mortgagee") in the principal sum of Two Thousand and No/100ths (\$ 2,000.00) 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 26, according to the survey of Canyon Park Townhomes, as recorded in Map Book 19 page 19 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

06/14/1995-15483
09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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 9th day of June, 1995.

BORROWER(S):

Jerri Annette Cloud

STATE OF ALABAMA
COUNTY OF Shelby

I, Courtney H. Mason, Jr., a Notary Public in and for said State hereby certify that Jerri Annette Cloud, a single individual whose name(s) are signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, she has executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of June, 1995.

(SEAL)

Notary Public

My commission expires 3/5/99

Revised 4/94

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