

This instrument was prepared by:

NAME Guaranty Land Title, Inc.

ADDRESS 623 Red Lane Rd. Suite 200, Birmingham, Al 35215

SOURCE OF TITLE Warranty Deed

BOOK 1993

PAGE 7642

Subdivision		Lot	Plat Bk.	Page
QQ	Q	S	T	R

MORTGAGE

STATE OF ALABAMA

COUNTY Shelby County

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John Battle an wife, Mozell Battle

First Franklin Financial Services

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

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

of Three Thousand One Hundres Ninety-One Dollars

Dollars

(\$ 3191.00

), Dollars, together with finance charges as provided in said Note And Security Agreement

executed on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And Whereas, Mortgagors agree, 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, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Commence at a point where the South line ~~of the SE 1/4 of the NE 1/4 of Section 35, Township 21, Range 1 West~~ intersects the East right-of-way line of the Egg and Buttermilk Road; thence run East along the South line of said 40 a distance of 210 feet to the point of beginning of the lot herein described; thence continue in an Easterly direction along said line a distance of 315 feet to a point; thence run North a distance of 210 feet to a point; thence run West, parallel with the South line of said 40 a distance of 315 feet to a point which is the Northeast corner of the grantee's present lot; thence run South a distance of 210 feet to the point of beginning.

This mortgage and lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors or any other indebtedness due from the Mortgagors to the Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the extent even in excess thereof of the principal amount hereof.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol. \_\_\_\_\_, at Page \_\_\_\_\_.

In the Office of the Judge of Probate of SHELBY County, Alabama, but this mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within mortgage will not be subordinated to any advances secured by the above described prior mortgage. If said advances are made after today's date, Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the within Mortgagee should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions 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 Mortgagee to all of the rights and remedies provided herein, including at Mortgagee'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.

08/30/1996-28681  
02:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCB 15.80

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