ODRESS3594_PI	LHAM PARKWAY STE	. 102 PELHAM, AL.	35124	
OURCE OF TITLE				·
OOK		PAGE		
Subdivision		Lot	Plat Bk.	Page
QQ	0	S	Ť	R
reinafter called "Morts	agors", whether one or more)		FAMILY FINANCIAL SER	e", whether one or more) in the sum
TWO THOUSAN	D FIFTY SEVEN DOL	1.ARS AND 53/100	(neremarker careo mortgago	Dollars
2057.53	rewith and navable according	\ Collers togeth	y Agreement until such Note And Se	in said Note And Security Agreement curity Agreement is paid in full And ireol.
haraas Morteagors agr				t, bargain, sell and convey unto theCounty, State of Alabama, to wit
h ereas, Mortgag ors agr				21, RANGE 3 WEST:
nereas, Mortgagors agri OW THEREFORE, in co ortgages the following of BEGIN 70 YA RUN SOUTH 2	10 FT., THENCE WE	SE CORNER OF SE 1/4, ST 105 FT. TO A POIN NORTH 210 FT., THENC	T OF BEGINNING; THEN	

09/30/1996-32246
02:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROMATE
002 MCB 14.15

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, 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 self, 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

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Ounty, 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. Mortgager hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the within Mortgager 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

RE-39 Rev. 11-95

BALL THE STREET

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 detault 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 fornado 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 promotly 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, after giving thirty days' notice, by publishing once a week for three consecurive weeks, the time, place and terms of saile, 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said said and ourchases said property. If the highest bidder therefor

	rty, if the highest bidde REOF the undersigned Mi		into set their signa	ures and seals this	26TH		<u></u> day c
MARCH	AUGUST	19 96					•
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STATE OF	ALABAMA						
SHELBY	<u> </u>		COUNTY			+ ,	n mande
THE UNI	DERSIGNED				, a Notary Public in an	d for said C	County, in said Stati
by certify that _	RUTHIE JACK	SON					
eyance they exec	oted the same voluntari	ly on the day the sam	e bears date 🔩		this day, that being i	nformed of	
en under my ha	nd and official seal this	26TH	day of	AUGUST		<u> </u>	, 19 <u>_96</u>
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		₩ ₽	County OFFICE OF JUDGE OF PROBATE Probate in and for said County and State, do hereby pertify that the conveyance was filed in my office for registration	day o ecorded in Mortgage Book No Given under my hand this	1 2 2 3		
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