

MORTGAGE

STATE OF ALABAMA, Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, Frank T. Pescatore and Olivia Pescatore

are jointly indebted to Joe N. Hall and Gloria Hall

for a principal sum of Six Thousand Four Hundred (\$6,400.00) DOLLARS,
at an interest thereon at 10.00%, as evidenced by promissory
note, bearing even date herewith and payable as follows, to-wit:

Within one year of date of note or upon closing of sale of below
described real estate, which ever occurs first.

NOW, in order to secure the prompt payment of said note, when due, the said Frank T. Pescatore and Olivia Pescatore
hereinafter called "Mortgagor S.", for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said
Mortgagee S., the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Mortgagee, their heirs and assigns, the following
described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

Lot 7 of the Survey of Meadowood as found in Map Book 10, Page 33, in the
Records of the Judge of Probate of Shelby County, Alabama.

Inst # 1996-41111

12/13/1996-41111
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 10.10

This property is also known as 2513 Meadowood Circle, Birmingham, Alabama 25242.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, their heirs and assigns FOREVER.

And said Mortgagor S. do hereby covenant with the said Mortgagee S. their heirs and assigns, that Mortgagor S. lawfully seized in fee of said premises; that they are free of and from all encumbrances, except for a first mortgage; and that Mortgagor S. will warrant and forever defend the same against the lawful claims and demands of persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor S. shall well and truly pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor S. fail to pay said note or either or any of them, or any installment thereof at maturity, then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee S. their heirs, assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the County Court House Door in the City of Columbiana, Alabama, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said City, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee S. shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor S.

In the event of such sale, the said Mortgagee S. their heirs, assigns, personal representatives, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor S.

And it is also agreed that in case the Mortgagee S. herein, their heirs, assigns or personal representatives, see fit to foreclose this mortgage in court having jurisdiction thereof, Mortgagor S. will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor S. further represent and declare to said Mortgagee S. that the title to said real estate is in Mortgagor S. own right, and that the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor S. further specially waive all exemptions which Mortgagor S. now or hereinafter may be entitled to under the Constitution and Laws of the State of Alabama in regard to the collection of the above debt.

Mortgagor S. further agree to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortgagee S. for not less than \$100,000 and have each such policy payable to said Mortgagee S. as their interest may appear in said property, and deliver the same to Mortgagee S.; and should Mortgagor S. fail to insure said property, then Mortgagee S. hereby authorized to do so, and the premiums so paid by Mortgagee S. shall be and constitute a part of the debt secured hereby.

The Mortgagor S. herein agree to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same become delinquent; should Mortgagor S. fail to pay any of such taxes or assessments, then Mortgagee S. authorized to do so, and any such payments shall thereupon constitute a part of the debt secured hereby.

And it is further understood that should the Mortgagor S. fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, the Mortgagee S. may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as hereinabove provided with respect to foreclosure of this mortgage.

IN TESTIMONY WHEREOF, Mortgagor S. ha hereunto set hand and affixed seal this 15th day of October, 1996.

(L. S.)
(L. S.)
(L. S.)

STATE OF ALABAMA, Jefferson COUNTY

I, James M. Jones, a Notary Public in and for said State, Alabama,
do hereby certify that Frank T. Pescatore and Olivia Pescatore

whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that being informed of the contents of this mortgage, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 15th day of October, 1996.

James M. Jones
Notary Public, Comm. Expires 4/29/98

FOR RECORDING ONLY