

**SECOND MORTGAGE**STATE OF ALABAMA  
COUNTY OF SHELBY

WHEREAS, Ellen C. Johnson, an unmarried woman ("Mortgagor") is/are justly indebted to SouthTrust Mortgage Corporation ("Mortgagee") in the principal sum of Two Thousand and no/100----- (\$ 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:

This Mortgage is second and subordinate to that certain first mortgage of even date herewith executed by the Mortgagor herein in favor of SouthTrust Mortgage Corporation ("Mortgagee"). The term hereof shall run concurrent with the term of the above referenced first mortgage.

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, 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 30th day of July, 1997.

BORROWER(S):

Ellen C. Johnson

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Onnie D. Dickerson, III a Notary Public in and for said State hereby certify that Ellen C. Johnson, an unmarried woman 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of July, 1997.

(Seal)

Notary Public

Onnie D. Dickerson  
My Commission expires: 4/23/00

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Revised 11/08/04/1997-24430  
01:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 NCD 11.50

Inst # 1997-24430