

This instrument was prepared by

(Name) Clayton T. Sweeney

(Address) 2700 Highway 280 East, Suite 290E, Birmingham, AL 35223

Form TICOR 6000 1-84

**MORTGAGE—TICOR TITLE INSURANCE**

**STATE OF ALABAMA**

**COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

TATAM & COMPANY, INC.

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

AFTCO PROPERTIES, INC.

(hereinafter called "Mortgagors", whether one or more), in the sum  
of **FIFTEEN THOUSAND AND NO/100** ----- Dollars  
(\$ 15,000.00 ), evidenced by that certain promissory note of even date herewith

Inst 4 1998-46191

11/20/1998-46191  
09:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
REC'D NEL 33.50

And Whereas, Mortgagors agreed, 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,

TATAM & COMPANY, INC.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagor the following described real estate, situated in **Shelby** County, State of Alabama, to-wit:

Lot 19, according to the Survey of River Highlands, as recorded in Map Book 19, Page 111, in the Probate Office of Shelby County, Alabama.

This is a purchase money mortgage.

This mortgage is second and subordinate to that certain mortgage to THE BANK dated November 4, 1998 in the amount of \$201,000.00.

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 default be made in the payment of same, the said Mortgagor may at Mortgagor'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 against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagor, with loss, if any, payable to said Mortgagor, as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagor 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 Mortgagor 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 be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagor, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagor, 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 a reasonable attorney's fee; 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 shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagor, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagor or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

RICHARD K. MIMS, PRESIDENT OF TATAM & COMPANY, INC.

have hereunto set his signature and seal, this 4th day of November , 19 98

TATAM & COMPANY, INC.

(SEAL)

(SEAL)

By:   
Richard K. Mims, Vice-President

(SEAL)

THE STATE of

COUNTY }

I,  
hereby certify that

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

Given under my hand and official seal this

day of

, 19

Notary Public.

THE STATE of ALABAMA

JEFFERSON

COUNTY }

I, Clayton T. Sweeney  
hereby certify that RICHARD K. MIMS, PRESIDENT

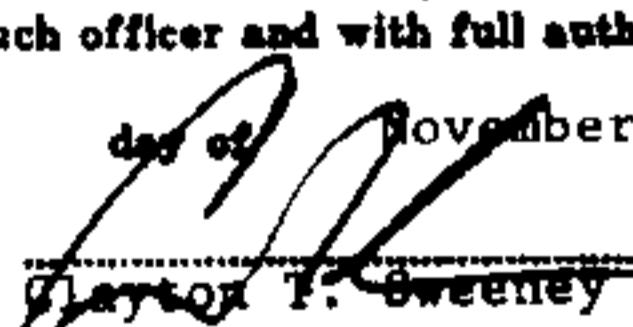
whose name as PRESIDENT

of

TATAM & COMPANY, INC.

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of November , 19 98

  
Clayton T. Sweeney

, 19 98

, Notary Public

TO

MORTGAGE DEED

11/20/1998-46191  
09:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 33.50

THIS DEED IS ISSUED BY:  
TICOR TITLE INSURANCE  
316 21st Street North, Birmingham, AL 35203  
(205) 251-8884