

THIS INSTRUMENT PREPARED BY:

JEFFREY E. ROWELL

1572 MONTGOMERY HIGHWAY, SUITE 210

BIRMINGHAM, ALABAMA 35216

Inst # 2002-11527

03/11/2002-11527

11:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 CH

83.00

SECOND MORTGAGE

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas, FRED NABORS, and wife, MADELYN K. NABORS (hereinafter called "Mortgagor", whether one or more) are justly indebted to PAUL L. NABORS (hereinafter called "Mortgagee, whether one or more), in the sum of FORTY-THREE THOUSAND ONE HUNDRED FORTY and 38/100 DOLLARS (\$43,140.38), evidenced by a promissory note of even date herewith which promissory note is incorporated herein and made a part hereof as if fully set out in this mortgage.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, plus any extensions, renewals and modifications thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, do hereby grant, bargain, sell, and convey unto the Mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to wit:

Lot 38, according to the Survey of Falliston, Sector 3 - Phase I,
as recorded in Map Book 20, Page 140, in the Probate office of
Shelby County, Alabama

Subject to that certain first mortgage to Paul L. Nabors dated
October 31, 1996, as recorded at Instrument 1996-38510, in the
Probate Office of Shelby County, Alabama.

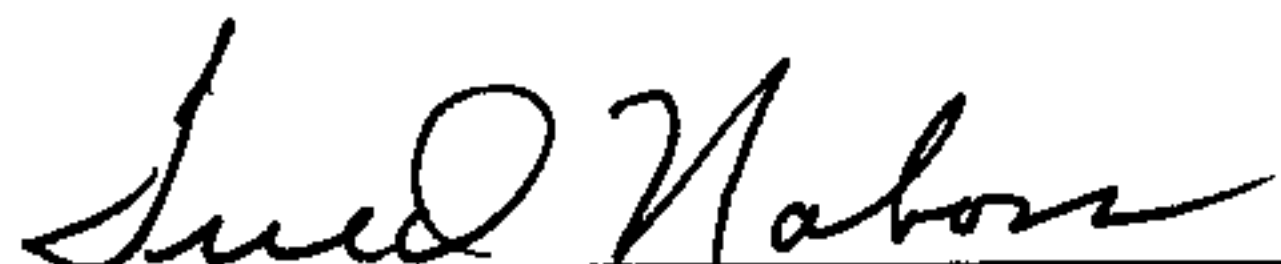
Said property is warranted free from all encumbrances and against any adverse claims, except as stated in the Deed.

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 agree to pay all taxes or assessments when imposed legally upon said premises, and should default 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 against loss or damage by fire, lightening and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver 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 amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt payable to said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest 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 for taxes, assessments,, and insurance, and interest thereon, and any attorney's fees incurred, 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 encumbrance thereon, so as to endanger the debt hereby secured, or should Mortgagor default in any term or condition of the promissory note that this mortgage secures, 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 Mortgagee, 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 masses as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or 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 encumbrances, 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 Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder thereof; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS THEREOF the undersigned, FRED NABORS, and wife MADELYN K. NABORS, have hereunto set their signature and seal this 30th day of June, 2000.


FRED NABORS


MADELYN K. NABORS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that FRED NABORS, and wife MADELYN K. NABORS, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day, that being informed of the contents of the conveyance they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of June, 2000.


Notary Public
My commission expires: 4/23/04

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- 3 03/11/2002-11527
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