## THIS INSTRUMENT PREPARED BY:

20031121000767810 Pg 1/2 78.50 Shelby Cnty Judge of Probate, AL 11/21/2003 12:49:00 FILED/CERTIFIED

NAME: Michael A. Newsom

ADDRESS: 1727 14th Court South, Birmingham, AL 35205

Birmingham, Alabama MORTGAGE - ALABAMA TITLE CO., INC.,

## State of Alabama

SHELBY

COUNTY

[VICKI SILVIE RMAN LIFAT]

Throw All Men By These Presents, that whereas the undersigned Vicki S. Lugar and husband,

Lugar

justly indebted to Joel Silverman

in the sum of Forty-five Thousand and No/100 (\$45,000.00) Dollars

evidenced by promissory note

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Vicki S. Lugar, and husband, Virgil Lugar

do, or does, hereby grant, bargain, sell and convey unto the said Joel Silverman

(hereinafter called Mortgagee) the following described real property situated in

Shelby

County, Alabama, to-wit:

Lot 92, according to the Survey of Summer Brook, Phase Three, as recorded in Map Book 20, Page 28, in the Probate Office of Shelby County, Alabama.

Subject To:

- 1. Taxes for the current year, 2003.
- 2. Easement and restrictions of record, if any.

This is a Second Mortgage and is junior and inferior to that certain mortgage given by mortgagors herein to Countrywide Home Loans, dated August 2, 1996, which said mortgage is recorded in Instrument No. 1996-25804, and filed for record on, to-wit: August 9, 1996, in said probate office.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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 to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 Mortgagee, 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 in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper pubhished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outery, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagoe may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

or to the corporation named as grantee or grantees in the grantees.  Any estate or interest herein conveyed to said Mortgaged gage is hereby expressly conveyed and granted to the heirs, and agents and assigns of said Mortgagee, if a corporation.	ting clause herein.  e, or any right or power granted to said Mortgagee in or by this mortagents, and assigns, of said Mortgagee, or to the successors and
IN WITNESS WHEREOF, we have hereunto set ou on this the 30th day of MARCH	ir hands and seals
WITNESSES:	VICHI-S. Lugar (VICKI SILVERMAN MUGAN)  Virgil Augar  (Seal)
	(Seal)
2/12/24V	neral Acknowledgement
I, the undersigned,  VICK SILVERMAN LUG	, a Notary Public in and for said County in said State, Virgil Lugar
whose name S are igned to the foregoing conveyance, and who	are With
formed of the contents of the conveyance the executed the said official seal this 30 day of the conveyance the executed the said official seal this 30 day of the conveyance the executed the said official seal this 30 day of the conveyance the executed the said of the conveyance the executed th	Mala Man Notary Public.
STATE OF Cor	m/Commissial = rpla = 1 9-41-05  rporate Acknowledgement
COUNTY OF	
said State, hereby certify that whose name as  President of	a Notary Public in and for said County, in
a corporation, is signed to the foregoing conveyance, a day that, being informed of the contents of the convey the same voluntarily for and as the act of said corporation.	and who is known to me, acknowledged before me on this yance, he, as such officer and with full authority, executed ration.
Given under my hand and official seal, this the	day of , 19
	Notary Public
DY	had By CO., INC. It Street Vlabama
<b>E E E E E E E E E E</b>	MA TITLE  North 21s  mingham, A

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