


This instrument was prepared by:
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20141216000394060 1/4 \$99.20
Shelby Cnty Judge of Probate, AL
12/16/2014 09:37:40 AM FILED/CERT

SECOND MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That Whereas,

Dianne S. Taylor, a married woman (herein after called "Mortgagor" whether one or more) is justly indebted to The Passive Income Spoke, LLC, a limited liability company licensed to transact business in the State of Alabama (hereinafter called "Mortgagee", whether one or more), for the sum of

FIFTY THOUSAND SEVEN HUNDRED SIXTEEN AND 20/100-----DOLLARS

(\$ 50,716.20), evidenced by the execution of a Real Estate Mortgage Note of even date herewith, payable according to the terms and conditions as set forth therein, with the final payment (balloon payment) to be due and payable on the **12th of January, 2018.**

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

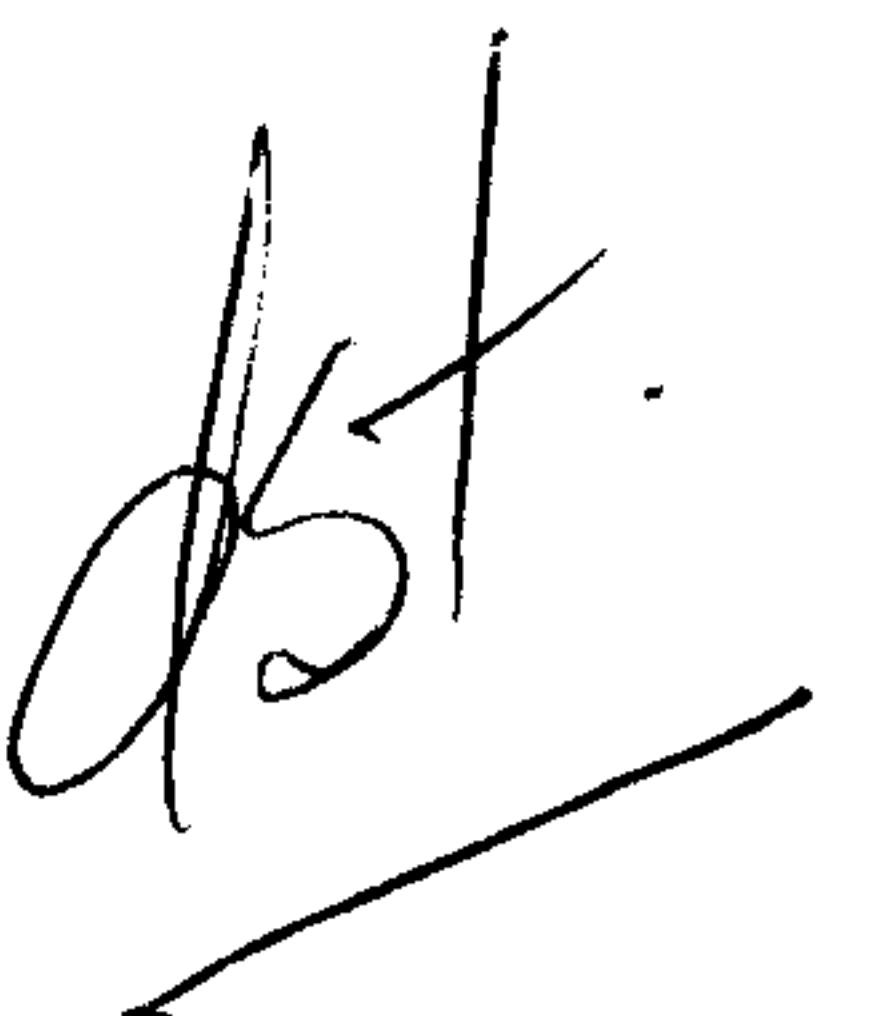
NOW THEREFORE, in consideration of the premises, said Mortgagor, Dianne S. Taylor and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 364, according to the survey of the Map and Survey of Old Cahaba, Oak Ridge Sector, Second Addition, as recorded in Map Book 27, Page 52, in the Probate Office of Shelby County, Alabama


Property Address: 1640 Old Cahaba Court, Helena, AL 35080
Source of Title: Deed Book 2004-644350 filed 11-23-04

Lot 103, according to the Survey of Wyndham, Wellington Sector, Phase II, as recorded in Map Book 23, Page 64, in the Probate Office of Shelby County, Alabama.

Property Address: 7806 Wellwood Circle, Helena, AL 35080
Source of Title: Deed Book 2004-Page 93030 filed 2-24-04



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Lot 8, according to the Survey of St. Charles Place, Jackson Square, Phase Two, Sector One, as recorded in Map Book 18, Page 76, in the Probate Office of Shelby County, Alabama.

Property Address: 506 Baronne Street, Helena, AL 35080
Source of Title: Deed Book 2004-153190 filed 3-25-04


Notes:

- (1) The mortgagor herein certifies neither of the above-described properties constitute her homestead or that of her spouse.

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 agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may, at Mortgagee's option, pay off the same; and to further secure said indebtedness, the 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 Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest as they may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then 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 Mortgage collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, and shall be additional to the debt hereby specially 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.

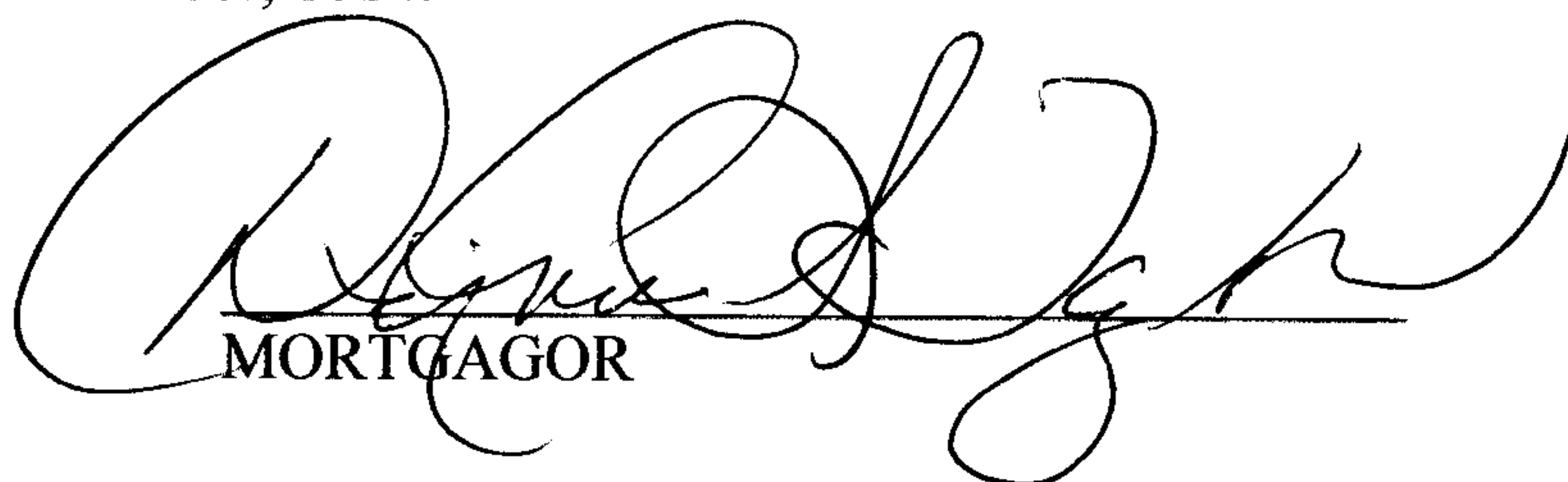
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment 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 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, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage shall be subject to fore-closure as now provided by law in case

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of past due mortgages, and the Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, Mortgage after giving twenty-one (21) 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 **SHELBY COUNTY, ALABAMA**, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the court house door of **SHELBY COUNTY, ALABAMA** (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 encumbrances, with interest thereon; Third, to the payment or 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 agrees that said Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, has hereunto set her signature and seal, on this the 16th day of December, 2014.



MORTGAGOR

ACKNOWLEDGMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Dianne S. Taylor, a married woman, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this date, that

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being informed of the contents of this conveyance, she has executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and official seal this 12th day of December, 2014.



Notary Public
My Commission Expires 8/16/16

d/st
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