This instrument was prepared by:
Chesley P. Payne, Attorney
Massey Stotser & Nichols PC
1780 Gadsden Highway
Birmingham, Alabama 35235

20161005000366830
10/05/2016 02:37:11 PM
MORTCORR 1/5

This corrective mortgage is being recorded to correct the name of the Lender and the names of the Mortgagors on the signature acknowledgement.
Previously recorded on September 19, 2016 in instrument #20160919000342230

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Maggie Harris, a single woman, and Aaron Hollback, a single man, (hereinafter called "Mortgagors") are justly indebted to Tina Cunningham, her heirs, successors, or assigns, (hereinafter called "Mortgagee", whether one or more), for the sum of Forty-Nine Thousand Five Hundred AND NO/100 ($49,500.00) Dollars, as evidenced by a Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof with the final maturity date of September 1, 2024.

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

See Exhibit A.

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the Mortgagee.

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, 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 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 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 collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or

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assigns, 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 Mortgagors pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 when same becomes due, 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 be subject to foreclosure as now provided by law in case of past due mortgages, and the 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 masse as Mortgagee, 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, and apply the proceeds of the sale as follows: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that my have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrance, 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 Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the undersigned, Maggie Harris, has hereunto set her signature and seal, on this the 27 day of September, 2016.

MORTGAGOR:
ATTEST:

Maggie Harris
Maggie Harris

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Maggie Harris, a single woman, whose name 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 this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this 27 day of September, 2016.

Notary Public
My Commission Expires: 8/15/17

IN WITNESS WHEREOF, the undersigned, Aaron Hollback, has hereunto set his signature and seal, on this the 27th day of September, 2016.

MORTGAGOR:
ATTEST:

Aaron Hollback

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that and Aaron Hollback, a single man, whose name 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of September, 2016.

Stephanie Cato
Notary Public
My Commission Expires: 5-5-18

Exhibit A

Begin at the NE corner of the NW ½ of the SW ¼ of the NW ¼ of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, for the POINT OF BEGINNING of the lot herein conveyed and thence run along the north line of said SW ¼ of NW ¼ a distance of 414.80 feet to a point, thence turn an angle of 90° 00' 30" to the left and run a distance of 210 feet to a point, thence an angle of 90° 00' 30" to the left and run to the east line of said NW ½ of SW ¼ of NW ¼ to a point on said east line, thence run along said east line of said NW ½ of SE ¼ of NW ¼ to the POINT OF BEGINNING.

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/05/2016 02:37:11 PM
$28.00 DEBBIE
20161005000366830