

Mr. Billy F. Town & Country Montevallo, Alabama



P. O. Box 250, Montevallo, Alabama 35115

STATE OF ALABAMA COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Billy F. Brantley and wife, Lee S. Brantley (hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation (hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgages in the sum of Fifty-three Thousand Five Hundred Fifty and No/100

53,550.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and, which is due and payable in full on October 18, 1987.

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagee as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagors to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debte, obligations or liabilities of Mortgagors to Mortgages, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together, with all improvements thereon and appurtenances County, State of Alabama, to wit: Shelby thereto, situated in

> Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 3, Township 22 South, Range 3 West; thence South 89 deg. 28 min. 30 sec. West along said & & Section boundary 518.69 feet; thence North 2 deg. 12 min. West for 168.35 feet to the point of beginning; thence North 10 deg. 28 min. 10 sec. East for 182.00 feet; thence North 79 deg. 31 min. 50 sec. West for 120.00 feet; thence South 10 deg. 28 min. 10 sec. West for 182.00 feet; thence South 79 deg. 31 min. 50 sec. East for 120.00 feet to the point of beginning; Grantors also convey to the grantees an easement appurtenant to and from subject property and a public road, an easement 10 feet on

either side of a center line is dedicated for that purpose, described as follows:

Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 3 and go South 89 deg. 28 min. 30 sec. West for 10.00 feet to the point of beginning; thence West North 49 deg. 36 min. West for 160.11 feet; thence North 52 deg. 54 min. West for 59.72 feet; thence North 76 deg. 00 min. West for 46.86 feet; thence North 83 deg. 14 min. West for 61.37 feet; thence North 76 deg. 58 min. West for 44.32 feet; thence North 54 deg. 00 min. West for 35.16 feet; thence North 23 deg. 26 min. West for 40.00 feet; thence North 15 deg. 16 min. West for 123.93 feet; thence North 24 deg. 12 min. West for 64.22 feet thence South 59 deg. 34 min. 30 sec. for 107.00 feet to the North boundary of subject property; All being situated in Shelby County, Alabama.

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To Have And To Hold the above granted property unto the said Mortgages, Mortgages's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness and any other indebtedness or indebtednesses secured by this mortgage, 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 Mortgagee, may at Morgagee's option pay off the same; and to further secure said indebtedness and any other indebtedness or indebtednesses secured by this mortgage, undersigned agrees to keep the improvements on said real estate insured against loss or damage by indebtednesses secured by this mortgage, 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 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 to said Mortgagee or assigns, additional to the debt hereby specially secured and any other indebtedness or indebtednesses secured by this mortgage, 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 Mortgagore pay said promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagore reimburse 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 evidenced by said promissory note or any other indebtedness or indebtednesses 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, 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 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 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 Mortgagors and undersigned further agree that said Mortgagee, or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a rea-

	fee to be a part of the debt hereby secured.				
	IN WITNESS WHEREOF, the undersigned Ma		j`		
	Bill	ly F. Br	antley and wife, Lee S. Bran	tley	
PAGE 535) }	1.6t)	h day of Agrily of Louis	1987 (SEAL) (SEAL) (SEAL)	L) L)
20) 			(SEAI	<u>)</u>
	THE STATE of Alabama	``	<i>;</i>		
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BOOK	I, the undersigned Evelyn B. F	elkins	, a Notary	Public in and for said County, in said Sta	te,
			wife, Lee S. Brantley	***************************************	
			vho are known to me ackno	wledged before me on this day, that hel	'nø
	whose names are signed to the foregoing conveyant informed of the contents of the conveyance they Given under my hitch are philipsic in least thing At 24 My Commission Expires January 23,	executed 5th	the same voluntarily on the day the		<u>-</u>
	THE STATE of)	1	3	
	COUN	TY }		3 A B HY	
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	I, the undersigned hereby certify that	·	, a Notary	y Public in and for said County, in said Sta	ıte,
	whose name as a corporation, is signed to the foregoing conveyance the contents of such conveyance, he, as such office ation.	of e, and with	no is known to me, acknowledged be h full authority, executed the same v	fore me, on this day that, being informed cluntarily for and as the act of said Corp	l of
	whose name as a corporation, is signed to the foregoing conveyance the contents of such conveyance, he, as such office	and wi	ho is known to me scknowledged be	fore me, on this day that, being informed	l of
	whose name as a corporation, is signed to the foregoing conveyance the contents of such conveyance, he, as such office ation.	and wi	no is known to me, acknowledged be h full authority, executed the same v	fore me, on this day that, being info coluntarily for and as the act of said , 19	ormed l Corp