

This instrument was prepared by

MERCHANTS & PLANTERS BANK

P. O. Box 250, Montevallo, Alabama 35115

2960
Mitchell A. Spears
Attorney at Law
P. O. Box 91
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 GEORGES P. COSTES and wife, JUDY D. COSTES (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 Mortgagee in the sum of FIFTY-FIVE THOUSAND, TWO HUNDRED AND 00/100 Dollars

(\$ 55,200.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

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 debts, obligations or liabilities of Mortgagors to Mortgagee, 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 thereto, situated in SHELBY County, State of Alabama, to wit:

BOOK 347 PAGE 666
From the Northeast corner of the SW 1/4 of NW 1/4 of Section 9, Township 20 South, Range 2 East proceed West along the North boundary of said SW 1/4 of NW 1/4 a distance of 378.06 feet to the point of beginning of herein described parcel of land; thence continue West along the North boundary of said SW 1/4 of NW 1/4 a distance of 263.15 feet to a point on the East boundary of a county paved road; thence turn an angle of 92 deg. 50 min. 49 sec. left and proceed South along the East boundary of said road a distance of 588.88 feet; thence turn an angle of 85 deg. 32 min. 22 sec. left and proceed East along the North boundary of said county paved road a distance of 230.16 feet; thence turn an angle of 91 deg. 14 min. 39 sec. left and proceed North a distance of 594.65 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

The above described parcel of land is located in the SW 1/4 of the NW 1/4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

Upon condition, however, that if the said Mortgagors 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 Mortgagors reimburse said Mortgagee or assigns for any amounts Mortgages 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 Mortgages, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

GEORGES P. COSTES and wife, JUDY D. COSTES

74, day of

May June, 1991

GEORGES P. COSTES

JUDY W. COSTES

SHELBY

COUNTY

Notary Public in and for said County, in said State.

GEORGES P. COSTES and wife, JUDY D. COSTES

Given under my hand and official seal this

7/7/ day of

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COUNTY

, a Notary Public in and for said County, in said State.

Given under my hand and official seal, this the

day of

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Notary Public

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MERCHANTS & PLANTERS BAN

P. O. Box 250

Montevallo, Alabama 35115

MORTGAGE

STATE OF ALA. SHERIFF C.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUN 12 AM 8:33

JUDGE OF PROBATE

Return to: