MERCHANTS & PLANTERS BANK

P.O. Box 240, 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 Pearlie Mae Alexander

(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

Eleven Thousand One

Hundred Forty Six and 59/100-11,146.59), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the which is due and payable in full on January 03, 2002.

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 County, State of Alabama, to wit: Shelby thereto, situated in

together land, parcel of tract certain orAllthat situate, lying and being in Shelby County, improvements thereon, Alabama and being more particularly described as follows: stake at the Southeast corner of Lot 4, in Evansville, Montevallo, Alabama on the Dogwood Road and run in a Northeast direction ninety (90) feet to a corner stake; thence run in a Northerly direction 117 feet to the Blis Nix line; thence run parallel with the Bliss Nix line ninety (90) feet; thence run Westerly one hundred sixty-five (165) feet to point of beginning; being a part of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 22, Range 3 West.

This being the same tract or parcel of land conveyed to Pearlie Mae Alexander from Willie H. Moore, an unmarried man, by deed dated November 1, 1962 and duly recorded in the office of Judge of Probate for Shelby County, Alabama, in Book 223, Page 59.

Inst # 1994-02061

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27.80

OOS MCD Said real estate is warranted free from all encumbrances and Mortgagors warrant the same against any adverse claims, except as stated above.

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 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 mortgagee, undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, and insurance policies to said Mortgagee, and insurance policies, or any renewal of said policies to said Mortgagee, and insurance policies, or any renewal of said policies to said Mortgagee, and insurance policies, or any renewal of said policies to said Mortgagee, and insurance policies, or any renewal of said policies to said Mortgagee, and insurance policies, or any renewal of said policies to said Mortgagee, and insurance policies, or any renewal of said policies, or any renewal of said policies, or any rene

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 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 Mortgages, 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, 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.

IN WITNESS WHEREOF, the undersigned Mortgagors

Pearlie Mae Alexander	Ľ			
have hereunto set their signature and seal, this	11th day of 	January	mae alisi	9A Recelan (SEAL)
		.,		(SEAL)
				(SEAL)
				(SEAL)
THE STATE of Alabama Shelby COUNTY Sandra C. Day	ison	e No	tary Public in and for said	d County, in said State,
I, the undersigned Sandra C. Daw hereby certify that earlie Mae Alexande:	r	, 2 1404	Mry I done in and for our	<u> </u>
whose name signed to the foregoing conveyance, informed of the contents of the conveyance she exercises under my hand and official seal this	scuted the same t	oluntarily on the day	Dunson"	94 Notary Public
THE STATE of COUNTY	}	OF BOOK	i i i i i i i i i i i i i i i i i i i	
I, the undersigned hereby certify that	,	, a No	tary Public in and for sai	d County, in said State
whose name as a corporation, is signed to the foregoing conveyance, a the contents of such conveyance, he, as such officer an	of and who is knows ad with full autho	to me, acknowledged rity, executed the san	l before me, on this day ne voluntarily for and as	that, being informed o the act of said Corpor
ation. Given under my hand and official seal, this the	day	of	, 19	
	• • •			Notary Public

MERCHANTS & PLANTERS BANK
P.O. Box 240
Montevallo, Alabama 35115

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Inst # 1994-02061

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SHELBY COUNTY JUDGE OF PROBATE
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