

This Instrument Prepared By:  
BRUCE M. GREEN  
Attorney at Law  
230 Bearden Road  
Pelham, AL 35124

MORTGAGE

STATE OF ALABAMA     )  
                              )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

BOBBY CLAY STUDDARD and wife, ELIZABETH NORRISS STUDDARD

(hereinafter called "Mortgagors" whether one or more), are justly indebted to

MERCHANTS AND PLANTERS BANK

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-FIVE THOUSAND AND NO/100TH DOLLARS (\$35,000.00), evidenced by Promissory Note of even date herewith.

And, whereas, Mortgagors 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 Mortgagors, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

That tract of land known as Lot number 6, as shown on plat made by N. B. Dare on January 22, 1884, allotting lands to E. S. Storrs and Mrs. L. B. Troy, which said lot fronts on Island Street 141 feet and 11 inches and runs back towards Main Street of uniform width for 158 feet and 1/2 inches more or less.

Also, the right to use a driveway, and for extending sewerage lines, but not exclusively of any right of the grantors herein, or their assigns, a strip of land 14 feet wide extending across the West side of Lot 5, according to Storrs & Troy Addition to the Town of Montevallo, Alabama.

LESS AND EXCEPT, property described in Deed Book 249, Page 731 and Deed Book 241, Page 414 recorded in Probate Court of Shelby County, Alabama.

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

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indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said promises, and should default be made in the payment of same, the said 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 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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 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 therein, 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 incumbrance 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 assign deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, as 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 incumbrances, with

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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 Mortgagor and undersigned further agree that said Mortgagee, agents 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 assigned, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set their signatures and seals, this 12<sup>th</sup> day of November, 1997.

Bobby Clay Studdard  
BOBBY CLAY STUDDARD (Seal)

Elizabeth Norriss Studdard  
ELIZABETH NORRISS STUDDARD (Seal)

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in said County, in said State, hereby certify that Bobby Clay Studdard and wife, Elizabeth Norriss Studdard names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of  
November, 1997.

Brenda M. Locker  
Notary Public

My Commission Expires 5-18-2001

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