

THE STATE OF ALABAMA, County of Shelby.  
Know all Men by These Presents: This mortgage executed by Luther Hatcher and wife  
Lucille Hatcher  
party of the first part, to Merchants & Planters Bank party of the second part,  
Witnesseth: That the party of the first part is indebted to the party of the second part in the sum of

**EXACTLY \$2150.55**

which is evidenced by promissory note of even date, and being desirous of securing the payment of said indebtedness the party of the first part hereby grants, bargains, sells and conveys to the party of the second part the entire crop of corn, cotton, cotton seed, hay, oats, grain, and all other crops of produce of every description raised by the party of the first part on the land owned or rented by said party for the years 1935, 1936, in said State, also all the rents or claims for advances due or to become due to the party of the first part as landlord from any tenant in said County during said years, also the following described real estate and personal property:

The E $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 11 Township 24 Range 12 East containing 5 acres more or less.

All of said property being situated in the County of Shelby, State of Alabama.  
TO HAVE AND TO HOLD, to the party of the second part, its heirs, successors and assigns forever.  
The party of the first part covenants with the party of the second part that said property is free from incumbrances, and that he has a good right to convey the same, that this mortgage shall stand as security for the principal debt as above set out, and for any debt due or advances received by the party of the first part from the party of the second part. And any payments made by the party of the first part shall be first applied to paying the indebtedness other than that described in the note above described.  
If default is made in the payment of said note, or in the payment of any indebtedness owing by the party of the first part to the party of the second part, or if party of the first part should abandon said crop, or sell or dispose of any of said property, or part with the possession of it, or if any of said animals should be removed, sold, injured, mistreated or deprived of proper sustenance, or if it becomes necessary to secure the collection of the above or any other debt due the party of the second part, the debt hereby secured shall become due and payable, and the party of the second part, its successor or assigns by any agent it may select, is hereby authorized, without process of law to take possession of any or all of said property, and to sell the same or any part thereof, for cash at public or private sale, without delay, or at public outcry for cash to the highest bidder at Montevallo Alabama or any other public place after advertising the same for ten days by posting notices therein in said County, and such sale may be made before taking possession of said property. And the party of the first part agrees to pay all the cost of taking possession of said property, of caring for and feeding the same, and the cost of making said sale, including a reasonable attorney's fee. The party of the second part may buy any of said property at such sale and its agent, attorney or auctioneer making the same is hereby authorized to make title to the purchaser. The party of the second part is hereby authorized and empowered, in its own name, to sue for and recover any rents, advances, or money due to the party of the first part by any tenants in said County.  
The proceeds of said sale shall be applied: First to the payment of all expenses of seizing, caring for and selling said property, including a reasonable attorney's fee; second, to the payment of the debt due the party of the second part and the balance to be paid to the party of the first part.

Witness the following signatures and seals this 15 day of JUN 15 1955 193  
Attest: Luther Hatcher (Seal.)  
Lucille Hatcher (Seal.)

R. E. Whaley  
Montevallo, Ala.

Luther & Lucille Hatcher  
R. 2 Montevallo, Alabama  
TO  
MORTGAGE  
MERCHANTS & PLANTERS BANK  
MONTEVALLO, ALABAMA

State of Alabama, Shelby County.  
I, L. C. Walker  
Judge of Probate in and for said County and State, hereby certify that the within conveyance was filed for record in this office on the 16 day of June A. D. 1955 and was duly recorded in Volume 238 Page 549 of Record of Shelby on the 16 day of June A. D. 1955 and the tax thereon paid. Given under my hand at office this 16 day of June A. D. 1955.  
Judge of Probate.  
Record Fee \$ 2.00  
State Tax \$

For value received \$170.64 we do hereby transfer sell convey and deliver the within note and mortgage to R. E. Whaley without recourse on us. This JUN 24 1957  
Merchants & Planters Bank  
By R. E. Whaley Cashier

THE STATE OF ALABAMA, SHELBY COUNTY.

THE STATE OF ALABAMA, SHELBY COUNTY.

I, Mary Lee Mahaffey, a Notary Public in and for said State and County, hereby certify that on the 25 day of June 1955, came before me the within named Lucille Hatcher, known to me to be the wife of the within named Luther Hatcher who, being by me examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of the husband.  
In witness whereof, I hereunto set my hand this 15 day of June 1955  
Mary Lee Mahaffey  
Notary Public

STATE OF ALABAMA, SHELBY COUNTY  
I, L.C. Walker, Judge of Probate, hereby certify that the within Mtg Transfer was filed for record the 25 day of June 1957 at 4 o'clock P M. and recorded in Deed record 187 Page 467 and the Mortgage Tax of Deed Tax of .50 has been paid.

2.00  
.50 2.50 rd

L. C. Walker Judge of Probate