

This instrument was prepared by

(Name) **MERCHANTS & PLANTERS BANK**

(Address) **P. O. Box 250, Montevallo, Alabama 35115**

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Shelby Cnty Judge of Probate, AL
10/16/1980 12:00:00AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael Steve Robertson and wife, Charlotte Robertson

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

Merchants & Planters Bank, Montevallo, Alabama, a corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Forty-two thousand and no/100----- Dollars
(\$ 42,000.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note.

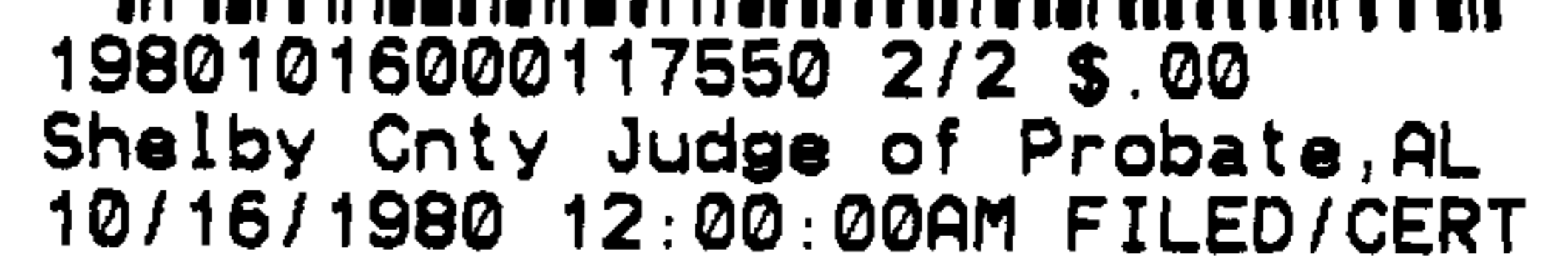
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any renewal of said indebtedness.

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:

**Lot 84, according to the survey of Indian Highlands, Third Addition
as recorded in Map Book 6, Page 28 in the Probate Office of Shelby
County, Alabama.**

BOOK 406 PAGE 814



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 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 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 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 incumbrances, 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 Mortgagor 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 in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

BOOK PAGE 815

15th day of October, 1980

9 OCT 16 AM 9:03

Michael Eric Kautam.....(SEAL)
William Robert.....(SEAL)
.....(SEAL)
.....(SEAL)

I, the undersigned _____, a Notary Public in and for said County, in said State,
hereby certify that Michael Steve Robertson and wife, Charlotte Robertson

Given under my hand and official seal this 15th day of October, 19 80

My Commission Expires September 14, 1984

Notary Public.

I, the undersigned
hereby certify that

whose name as _____ of _____
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19____

....., Notary Public

Return to:

03

MERCHANTS & PLANTERS BANK

P. O. Box 250

Montevallo, Alabama 35115

MORTGAGE DEED