

SECOND MORTGAGE

19801229000146630 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/29/1980 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) **MERCHANTS & PLANTERS BANK**

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

STATE OF ALABAMA

COUNTY OF **Shelby**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Earnest O. Hamrick and wife Nell L. Hamrick

(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 **Fourteen thousand four hundred forty two dollars and 37/100**-----Dollars (\$**14,442.37**), 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:

Beginning at the northeast corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 24 North, Range 12 East, thence south 4 deg. 0 min. east along Section Line 1,301.1 feet; thence continue along the section line South 327.0 feet to the north right of way line of the Montevallo-Clanton paved Highway; thence north 46 deg. 0 min. west along the right-of-way 178.0 feet; thence north 4 deg. 0 min. West 327.0 feet; thence south 46 deg. 0 min. East 178.0 feet to the point of beginning; being situated in the E $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 11, Township 24 North, Range 12 East, containing 1.0 acre more or less. Also:

Commence at the northeast corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 24, North Range 12 East, thence South 4 deg. 00 min. east along Section line 1171 feet to the point of beginning of the lot herein conveyed; thence continue down said forty acres in the same direction 457 feet to the north line of Alabama Highway No. 155; thence along same north 46 deg. 45 min. West 216 feet to the Southeast corner of the Caton lot; thence along same north 3 deg. east 304 feet to the northmost corner of a lot heretofore conveyed to the grantees herein; thence run east 135 feet to the point of beginning.

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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, 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 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 to said Mortgagee or assigns, additional to the debt hereby specially 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 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.

IN WITNESS WHEREOF the undersigned

have hereunto set their signature

and seal, this 23rd day of December, 1980

Earnest O. Hamrick (SEAL)
Nell L. Hamrick (SEAL)
____ (SEAL)

____ (SEAL)

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Shelby Cnty Judge of Probate, AL
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THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, _____, a Notary Public in and for said County, in said State,
hereby certify that Earnest O. Hamrick and wife Nell L. Hamrick
whose name is 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 23rd day of December, 1980
My Commission Expires September 14, 1984
Wm. J. Hughes Notary Public.

THE STATE of _____ }
COUNTY }

I, the undersigned _____, a Notary Public in and for said County, in said State,
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
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 DEC 29 AM 10:26

Thomas P. Shaulen, Jr.
JUDGE OF PROBATE
Int. 21.75
Ret. 3.00
Adm. 1.00
25.75

TO
MERCHANTS & PLANTERS BANK
P.O. Box 250
Montevallo, Alabama 35115

MORTGAGE DEED

Return to: