

This instrument was prepared by

MERCHANTS & PLANTERS BANK

P. O. Box 250, 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 Billy J. Walker and Martha M. Walker, his wife (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
Two hundred fifty eight thousand five hundred and no/100----- Dollars
(\$ 258,500.00), 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 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 thereto, situated in Shelby County, State of Alabama, to wit:

See Exhibit A attached for corrected legal description of property mortgaged.

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SHELBY COUNTY ABSTRACT CO., AGENT
LAWYERS' TITLE INS. CORP.
JACK T. ATCHISON
P. O. BOX 772
COLUMBIANA, AL 35959

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 Mortgagee'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 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 any other indebtedness or indebtednesses secured by this mortgage, 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 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 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 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

have hereunto set their signature

and seal, this 8th

day of December 19 83

Billy J. Walker (SEAL)
Martha M. Walker (SEAL)
..... (SEAL)
..... (SEAL)

THE STATE of Alabama

Shelby

COUNTY

I, the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Billy J. Walker and Martha M. Walker

whose name signed to the foregoing conveyance, and who

known to me acknowledged before me on this day, that being

informed of the contents of the conveyance

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

8th day of

December

19 83

My Commission Expires September 14, 1984

Wm. D. 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

Return to:

MERCHANTS & PLANTERS BANK

P. O. Box 250

Montevallo, Alabama 35115

MORTGAGE

"EXHIBIT A"

LEGAL DESCRIPTION:

PARCEL ONE:

(a) Being an irregular shaped plot of land lying partly within the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 22 South, Range 3 West, and partly within the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 22 South, Range 3 West, and more particularly described as follows: Begin at the NW corner of Lot 6, in Block 2, of Thomas' Addition of the Town of Aldrich, according to map and survey thereof recorded in the Office of the Probate Judge of Shelby County, Alabama; thence North 65 deg. 18' East, a distance of 303.48 feet; thence an angle of 0 deg. 19' to the right a distance of 580.46 feet; thence to the left at an angle of 85 deg. 55' a distance of 696.48 feet; thence at an angle of 54 deg. 16' to the right a distance of 109.50 feet; thence at an angle of 5 deg. 22' to the right a distance of 636.67 feet; thence at an angle of 33 deg. 50' to the right a distance of 173.78 feet to the center line of Davis Creek; thence East along the center line of said Davis Creek to the East line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 22 South, Range 3 West; thence South along said quarter section line, continuing on along the East line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, in said township and range, to the Northwest boundary line of the land conveyed by the Montevallo Coal Mining Company to J. E. Nichols, and continue in a Southwesterly direction along the Northwest boundary line of said Nichols land to the point where such Northwest boundary line would be intersected by the North line of said Lot 6 if extended; thence along the North boundary line of said Lot 6 as extended, a distance of 288 feet to the point of beginning;

(b) Being a triangular shaped plot situated in the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 22 South, Range 3 West, and bounded on two sides by the West and South lines respectively, of said Quarter Section, and bounded on the other and Northeasterly side by the center line of Davis Creek.

(c) Being a triangular plot situated in the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, Township 22 South, Range 3 West, and bounded on two sides by the North and West lines respectively, of said quarter section and bounded on the other and Southeasterly side by the Northwest boundary line of the land conveyed by the Montevallo Coal Mining Company to J. E. Nichols.

PARCEL TWO:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$; the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, and all that part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ lying East of the Old Montevallo-Tuscaloosa Road, all in Section 18, Township 22 South, Range 3 West.

PARCEL THREE:

One acre square lying in the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 18, Township 22 South, Range 3 West.

"EXHIBIT A"

LEGAL DESCRIPTION (cont.):

PARCEL FOUR:

(a) All that part of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 18, Township 22 South, Range 3 West, lying West of the R/W of the Southern Railway, with the following exceptions:

(1) Except 10 acres in SE corner of above tract being in the NW angle formed by the Montevallo-Tuscaloosa road and West line of said R/W; the West line of said 10 acres excepted running at right angles to a North line parallel with said public road, and known as "Kirchler lot."

(2) Except 1 acre, more or less, lying South of Davis Creek in SW corner of said tract.

(3) Except 2 acres in the angle formed by the public road and North line of above described tract on East side of said road, same being 1 acre wide East and West and 2 acres along North and South, known as "Harris and Buck Shivers lots". Also excepting rights and easements granted to Alabama Power Company on 3rd January 1917 as shown by deed recorded in Deed Book 61, Page 51. Except rights and easements of public in public roads. Also except that portion thereof conveyed to Alabama Power Company by deed recorded in said Probate Office in Deed Book 272, Page 920, and also except that part conveyed to Alabama Power Company by deed recorded in Deed Book 274, Page 28, and in Deed Book 194, Page 179.

(b) All that part of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sect. 18, Township 22 South, Range 3 West, lying East of the right of way of the Southern Railroad, except lands conveyed in Deed Book 336, Pages 456, 457, and 458, in Probate Office of Shelby County, Alabama. Also that part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17, Township 22 South, Range 3 West, more particularly described as follows: Begin at the SW corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 17; thence run North 89 deg. 00' East along South side of said forty a distance of 758 feet; thence North 44 deg. 01' East a distance of 36.77 feet; thence North 40 deg. 52' East a distance of 168.40 feet; thence North 43 deg. 16' East a distance of 159.95 feet; thence North 18 deg. 23' West a distance of 1118.45 feet; thence South 89 deg. 04' West a distance of 723.06 feet to NW corner of said forty acres; thence South 3 deg. 06' East along West line of said forty a distance of 1334.50 feet to point of beginning. Except lands described in Deed Book 318, Pages 788 and 901, and in Deed Book 330, Page 376, in Probate Office of Shelby County, Alabama.

(c) The S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 22 South, Range 3 West, Shelby County, Alabama.

All situated in Shelby County, Alabama.

RECORDED IN SHELBY CO.
DEED BOOK 336, PAGE 456
FILED

1983 DEC 13 AM 9:05

Shelby County, Alabama
CLERK OF PROBATE

Rec 6.00
Ind 1.00
7.00

BOOK 440 PAGE 583