This instrument repered 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

Lonnie C. Thompson, an unmarried man,

(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 Nine Thousand and No/100 - - - - - -

A PARTY OF

9,000.00), 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 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:

Lots 4 and 5, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama.

Said real estate is warranted free from all encumbrances and Mortgagors warrant the same against any adverse claims, except as stated above.

Said real estate is warranted free from all encumbrances and Return to: Wade Montay, J

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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 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 Morgagee'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, fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, and policies to said Mortgagee, and Mortgagee, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee, and Mortgagee, and fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, the taxes, as a secured by the said Mortgagee, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and bear interest from date of payment by said Mortgagee, or assigns, and bear intere

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 Mortgagoe, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a rea-

	sonable attorney's fee to said Mortgages or as fee to be a part of the debt hereby secured.			
	IN WITNESS WHEREOF, the undersign	med Mortgagors	married man	
	I CERTIFY THIS	al this 31st day of	May 19 85	EAL)
	INSTRUMENT WAS THE	uc 3 00		EAL)
. 1	1985 JUN -3 AN 10:	37 Jul 1950	***************************************	EAL) EAL)
1	- There are the second	***************************************		
	THE STATE of Alabama Alabama)	•	
K	Shelby	COUNTY		
רוב הרב		lyn B. Felkins	, a Notary Public in and for said County, in said	State,
V	I, the undersigned Eve hereby certify that Lonnie C.	Thompson, an unmarrie	-	
\Rightarrow	nereoy certify that			
š	whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being			
Š	informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 31st day of May 1985			
	Given under my hand and official seal thi		Notary Publ	lic.
	Notary Public, Alabama My Commission Expires			
	THE STATE OF		•	
		COUNTY	· ' i	
	I, the undersigned	,	, a Notary Public in and for said County, in said	
				i State,
	hereby certify that			i State,
	whose name as	of nveyance, and who is known to me, h officer and with full authority, ex	, acknowledged before me, on this day that, being infor secuted the same voluntarily for and as the act of said (rmed of
	whose name as a corporation, is signed to the foregoing con the contents of such conveyance, he, as such ation.	nveyance, and who is known to me, h officer and with full authority, ex	, acknowledged before me, on this day that, being infor secuted the same voluntarily for and as the act of said (rmed of
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MERCHANTS & PLANTERS BANK
P. O. Box 250
Montevallo, Alabama 35115
MORTGAGE

Return to:

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