

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 **Joe D. Brindley and wife, Syble D. Brindley** (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 **Twenty-three Thousand Three Hundred Seventy-five and No/100** - - - - - Dollars (\$ **23,375.00** ), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and, **which is due and payable in full on May 1, 1995**

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:

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A plot of land situated in the W 1/4 of the SW 1/4 of Section 3, Township 22 South, Range 3 West more particularly described as follows: Begin at the NE corner of the SW 1/4 of SW 1/4 of said Section 3 and proceed West along the North side of said 1/4 - 1/4 Section 456.18 feet to the point of beginning; thence at an azimuth of 353 deg. 24 min. 110.30 feet; thence at an azimuth of 345 deg. 38 min. 215.9 feet; thence at an azimuth of 4 deg. 41 min. 190.0 feet; thence at an azimuth of 89 deg. 47.5 min. 495.30 feet to an iron on a fence running South which is the accepted East boundary of this property; thence South along this fence 1858.2 feet to intersection with another fence forming the accepted South boundary of this property, and is approximately along the South side of this Section; thence West along this fence 470.3 feet to an iron on creek bank; thence follow this fence West about 17.0 feet to center of creek; thence follow the centerline of this creek North about 673.0 feet to a point about 50.0 feet SW of an iron marker on East bank of Creek; thence 50.0 feet NE to this marker; thence at an azimuth of 18 deg. 24 min. 274.75 feet; thence at an azimuth of 353 deg. 24 min. 430.25 feet to the point of beginning. THERE IS EXCEPTED HEREFROM any portion of the hereinafter described easement which crosses the above land. Said easement being described as being 16 feet in width, the centerline of which begins 416.62 feet West of the NE corner of land having been purchased from Drapers by Jimmy W. Bice and Joyce Mullins Bice; run thence South 4 deg. 41 min. West a distance of 933.2 feet to the point of ending. Being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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

Joe D. Brindley and wife, Syble D. Brindley

have hereunto set their signature s and seal, this 16th day of April, 19 90

*Joseph D. Brindley* (SEAL)  
*Syble D. Brindley* (SEAL)  
 ..... (SEAL)  
 ..... (SEAL)

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THE STATE of Alabama  
 Shelby COUNTY

I, the undersigned Evelyn B. Felkins, a Notary Public in and for said County, in said State, hereby certify that Joseph D. Brindley and wife, Syble D. Brindley

whose name s a resigned 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 16th day of April, 19 90  
 Notary Public, Alabama State At Large  
 My Commission Expires Jan. 23, 1993 *Evelyn B. Felkins* 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 \_\_\_\_\_

1. Deed Tax	..... \$	.....
2. Mtg. Tax	..... \$ 35.70	.....
3. Recording Fee	..... \$ 3.00	.....
4. Indexing Fee	..... \$ 3.00	.....
5. Notary Fee	..... \$	.....
6. Certified Fee	..... \$ 1.00	.....
Total	..... \$ 44.70	.....

....., Notary Public

Return to:

MERCHANTS & PLANTERS BANK  
 P. O. Box 250  
 Montevallo, Alabama 35116

MORTGAGE

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED

90 APR 23 AM 11:23

*Thomas A. Shumaker*  
 JUDGE OF PROBATE