

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
Ronald C. Whitley Sr., and wife, Doris I. Whitley
(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 Four Thousand

and no/100- - - - - Dollars
(\$24,000.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the
terms of said note; and, which is due and payable in full on August 11, 2002

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, obliga-
tions 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, bar-
gain, 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:

A lot or parcel of land lying and being situated in the NW 1/4, Section 9, Township 22 south, Range 3 West, Shelby County, Alabama, described as follows: From the Northwest corner of Section 9, run South along the West Section line for 1353.77 feet; thence deflect an angle to the left of 93 deg. 12 min. and run for 573.02 feet; thence deflect an angle to the right of 90 deg. 04. min. and run for 300.5 feet (along the West side of Lumpkin Lot) to an iron pipe and the beginning point of subject parcel of land; from said point thus established, continue to run said course for 300.5 feet to a fence on the Northerly margin of chert road (also an iron pipe and corner post); thence deflect left an angle of 84 deg. 50 min. and run along said fence for 724 feet; thence deflect an angle to the left of 95 deg. 10 min. and run for 300.5 feet; thence deflect and angle left of 84 deg. 50 min. and run for 724 feet back to the beginning point.
LESS AND EXCEPT: the following described parcel: from the Northwest corner of Section 9, Township 22 South, Range 3 West, Shelby County, Alabama, run South along the Section line for 1283.58 feet; thence run East (along the North line of Lumpkin Lot) 1050.2 feet; thence run South 05 deg. 10 min. East 306.1 feet (to the South line of said Lumpkin Lot); thence run East (along original lot line dividing Collins and Lumpkin) 77.7 feet to the beginning point of subject exception lot; from said point, continue 172.3 feet, more or less, to an iron pipe; thence run South 05 deg. 34 min. East 58 feet to an iron pipe; thence run south 82 deg. 51 min. West 181.6 feet to an iron pipe; thence run North 83 feet, back to the beginning point. Said exception being in the northwest corner of Collins lot and lying adjacent to the North and East lot line.
ALSO, there is an easement for ingress and egress to the Scott lot and the Lumpkin lot described as follows: a strip of land being 30 feet in width (15 feet either side of the line hereinafter described), also following the existing gravel road; from the Southeast corner of Subject lot describe above, run Northerly along the East lot line 15 feet to a point; thence run North 80 deg. West 147 feet; thence run North 24 deg. West 244 feet; thence run North 36 deg. West 95.1 feet; thence run North 22 deg. West for 57.2 feet to the North lot line and the end of said easement.
ALSO, a 30 foot easement for ingress and egress described as follows: A strip of land 30 feet in width (15 feet either side of the line hereinafter described): From the Northwest corner of Section 9 Township 22 South, Range 3 West, Shelby County, Alabama, run South along the West Section line 1283.58 feet; thence turn an angle to the left of 87 deg. 57 min. and run Easterly 2631.71 feet; thence turn an angle to the right of 88 deg. 10 min. and run South 632.5 feet; thence turn an angle to the right of 92 deg. 49 min. and run Westerly for 197.4 feet to an existing pipe on the Westerly right of way of Shelby County Road No. 15; thence turn an angle of 93 deg. 57 min. 37 sec. to the right and run in a Northeasterly direction along said right of way line a distance 195.78 feet to the point of beginning of the line herein described; thence turn an angle to the left of 93 deg. 41 min. 50 sec. and run a distance of 262.95 feet; thence turn an angle to the left of 66 deg. 36 min. and run 105 feet; thence turn an angle of 41 deg. 14 min. to the left and run 103.0 feet to a point on the South line of Lucas property; thence turn an angle of 107 deg. 50 min. to the right and run along the South line of Lucas property for 1042.53 feet, more or less, the Southeast corner of subject lot, to the end of subject easement.
All being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

Inst # 1992-16945

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

M. A. Shears

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

Ronald C. Whitley, Sr. and wife, Doris I. Whitley

have hereunto set their signature S and seal, this 12th day of August, 19 92

Ronald C. Whitley, Sr. (SEAL)
Doris I. Whitley (SEAL)
Ronald C. Whitley, Jr. (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 Ronald C. Whitley, Sr. and wife, Doris I. Whitley

whose name are 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 12th day of August, 19 92

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

Inst # 1992-16945

08/13/1992-16945
11:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 45.00