

This instrument was prepared by

MERCHANTS & PLANTERS BANK

P.O. Box 240, Montevallo, Alabama 35115

Inst # 1993-08669

03/31/1993-08669
02:15 PM CERTIFIED

STATE OF ALABAMA }
COUNTY OF Shelby }

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 496.50

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between McMurray L. Griffith (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 **Three Hundred Twenty-five Thousand and No 100 - - - - - Dollars** (\$ 325,000.00), 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 March 29, 2003**

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:

Parcel I

Begin at the Southeast corner of SW 1/4 of NE 1/4 of Section 21, Township 22 South, Range 3 West, and go Northward along the East side of same 882.62 feet; thence turn an angle of 88 deg. 28 min. to the left 540.79 feet to the point of beginning; thence continue Westward along this line 430.00 feet; thence at an angle of 94 deg. 40 min. to the left 93.36 feet; thence at an angle of 85 deg. 20 min. to the left 30 feet; thence at an angle of 30 deg. 00 min. to the right 29.54 feet; thence at an angle of 30 deg. 00 min. to the left 375.62 feet; thence at an angle of 94 deg. 40 min. to the left 108.18 feet to the point of beginning.

ALSO, being at the Southeast corner of the SW 1/4 of NE 1/4, Section 21, Township 22 South, Range 3 West, and go Northward along the East side of same 882.63 feet; thence at an angle of 88 deg. 28 min. to the left 540.79 feet; thence at an angle of 94 deg. 40 min. to the left 158.29 feet to the point of beginning; thence continue along this line South 108.18 feet; thence at an angle of 94 deg. 40 min. to the right and run Westerly 400 feet; thence an angle of 85 deg. 20 min. to the right 123.03 feet; thence an angle of 124 deg. 40 min. to the right 29.54 feet; thence an angle of 30 deg. to the left 375.62 feet to the point of beginning.

Less and Except:

Commence at the point of intersection of the east right-of-way line of Alabama Highway 119 with the south right-of-way line of Overland Road; thence run easterly along said south right-of-way line of said Overland Road for a distance of 354.14 feet to the northeast corner of the parcel of land described in Deed Book 296, page 381 (Gentry Property), and being the Northwest corner of the parcel of land described in Deed Book 348, page 371 (Griffith Property), said point being the point of beginning of the parcel of land herein described; thence turn an angle of 10 deg. 32 min. 47 sec. to the right and run along said south right-of-way line of said Overland Road for 26.00 feet to a point; thence turn an angle of 74 deg. 03 min. 20 sec. to the right and run southerly 117.70 feet to a point on the south boundary line of the above mentioned Griffith Property; thence turn an angle of 94 deg. 12 min. 32 sec. to the right and run along the south boundary of said Griffith Property for 25.07 feet to a point, being the southwest corner of said Griffith Property; thence turn an angle of 84 deg. 47 min. 28 sec. to the right and run northerly along the boundary line between the above mentioned Gentry and Griffith Properties for 123.00 feet to the point of beginning. Said parcel is lying in the SW 1/4 of the NE 1/4, Section 21, Township 22 South, Range 3 West. It is the intent of this description to describe a 25 foot wide strip of land running along the west side of the parcel mentioned above as the Griffith Parcel.

Parcel II

Commence at the point of intersection of the east right-of-way line of Alabama Highway 119 with the north right-of-way line of Overland Road; thence run easterly along said north right-of-way line of said Overland Road for a distance of 260.00 feet to a point in a ditch, being the point of beginning of the parcel of land herein described; thence continue easterly along said right-of-way line for 55.00 feet to a parcel; thence turn an angle of 94 deg. 44 min. 22 sec. to the left and run northerly 93.36 feet to a point; thence turn an angle of 84 deg. 59 min. 48 sec. to the left and run westerly 30.00 feet to a point in the ditch; thence turn an angle of 94 deg. 40 min. 09 sec. to the left and run along said ditch for 45.92 feet; thence turn an angle of 28 deg. 06 min. 46 sec. to the right and continue along said ditch for 51.77 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of the NE 1/4, Section 21, Township 22 South, Range 3 West.

All being situated in Shelby County, Alabama.

THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR, NOR THAT OF HIS SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

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
McMurray L. Griffith

have hereunto set their signature^S and seal, this 30th day of March, 1993
.....*McMurray L. Griffith*..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

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 McMurray L. Griffith
whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 30th day of March, 1993
Notary Public, Alabama State At Large
My Commission Expires Jan. 21, 1997
Evelyn B. Felkins Notary Public.

THE STATE of
COUNTY
I, the undersigned
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 240
Montevallo, Alabama 35115
MORTGAGE

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