

SECOND MORTGAGE

STATE OF ALABAMA
COUNTY OF Shelby

WHEREAS, Diane V. Cotelie, a single individual (Mortgagor) is/are justly indebted to AmSouth Bank (Mortgagee) in the principal sum of Two Thousand and NO/100ths (\$ 2,000.00) at zero percent interest as evidenced by the Promissory note executed by Mortgagor(s) under even date herewith, and payable under the terms as provided in said Note.

NOW, to secure the prompt payment of said note, Mortgagor(s) for and in consideration of the premises, and the sum of Five Dollars to the undersigned in hand paid by the said Mortgagee this day, the receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and situated in Shelby County, Alabama, to wit: Lot 12, according to the Survey of Willoa Point, Phase 2, as recorded in Map Book 22 page 41 in the Probate Office of Shelby County, Alabama. This Mortgage is second and subordinate to that certain first mortgage of even date herewith executed by the Mortgagor herein in favor of AmSouth Bank (Mortgagee). The term hereof shall run concurrent with the term of the above referenced first mortgage.

And said Mortgagor(s) do hereby covenant with the said Mortgagee that Mortgagor(s) are lawfully seized in fee of said premises; that they are free of and from all encumbrances except as noted above and that Mortgagor(s) will warrant and defend that same against the lawful claims and demands of all persons.

If Mortgagor(s) shall well and truly pay, or cause to be paid, said Note, when due, then this conveyance shall become null and void. Should Mortgagor(s) fail to pay said Note when due, Mortgagee is authorized and empowered to sell said property at auction for cash at the Shelby County Courthouse door in the City of Columbiana Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

This second mortgage shall not be assumable.

CAUTION: It is important that you thoroughly read the contract before you sign it.

IN WITNESS WHEREOF, Mortgagor(s) have hereunto set their hands and official seals this 11th day of July 19 97.

BORROWER(S):

Diane V. Cotelie

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said State hereby certify that Diane V. Cotelie, a single individual whose name(s) are signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that being informed of the contents of this mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of July 19 97.

(Seal)

Notary Public

My Commission expires: 3/7/99

Inst # 1997-22187

07/15/1997-22187
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11:50
001 SNA