## SECOND MORTGAGE

WHEREAS. Diane V. Cotelle, a single individual Mortgagor is/are justly indebted to AmSouth Bank. [Mortgagee] in the principal sum of Two Thousand and NO/100ths [5 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 [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.	STATE OF ALABAMA COUNT: OF Shelby
premises, and the sum of Five Dollars on the Indicaspited in Mary Care 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, in wit Lot 12, according to the Survey of Willoa Shelby County, Alabama, in wit Lot 12, according to the Survey of Willoa Port of Shelby County, Alabama, in wit Lot 12, according to the heavy of Willoa Port of Shelby County, Alabama, in wit Lot 12, according to the heavy of Willoa County, Alabama in wit Lot 12, according to the Survey of Willoa County, Alabama in with the Said Mortgage of even date herewith executed by the Mortgagor and under 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, then this conveyance shall become null and void. Should Mortgagor(s) fail to pay said Note when due.  Shelby County Courthouse door in the City of Columbiana  Mortgagee is authorized and empowered to self said property at auction for cash at the Shelby having given nodice thereof as required by law, and execute proper conveyance to the purchaseer.  This second mortgage shall not be assumable.  CAUTION: It is important that you thoroughly read the contract before you sign it.  No WITNESS WHEREOF. Mortgagor(s) have hereunto set their hands and official seals of the purchaser.  Shelby Cotelle, 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 mo	WHEREAS. Diane V. Cotelle, a single individual Mortgagor") is/are justly indebted to  AmSouth Bank  Two Thousand and NO/100ths  as evidenced by the Promissory note executed by Mortgagor(s) under even date herewith, and payable under the terms as provided in said Note.
seized in fee of said premises: that rivey are tree of and what was a said so 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 nuil 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 nouce 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 lith day of July 19.97  BORROWER(S):  BORROWER(S):  The undersigned a Notary Public in and for said State hereby cartify that Diane V. Cotelle, 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 the same boars date.  Given under my hand this lith day of July 19.97  (Seall Notary Public Notary Public (Seall)	day, the receipt of which is hereby acknowledged, do/does hereby Grant. Bargain. Sell and 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 Convey to the said Mortgagee the following described real estate lying and situated in Convey of Willoa 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  CMortgagee 1.  The term hereof shall run concurrent with the term of the above referenced first mortgage.
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 lith day of July 19 97.  BORROWER(S):  BORROWER(S):  The undersigned a Notary Public in and for said State hereby cardly that Dlane V. Cotelle, 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 lith day of July 2/1949.	seized in fee of said premises: that they are tree of and from an electrication that claims and above and that Mortgagor(s) will warrant and defend that same against the lawful claims and
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 lith day of July 19 97.  BORROWER(S):    Drane V. Cotelle	Mortgagee is authorized and empowered to sen said property at a decided and empowered at a decided and empowered to sen said property at a decided and empowered at a decided at a deci
IN WITNESS WHEREOF. Mortgagor(s) have hereunto set their hands and official seals this lith day of July 19 97.  BORROWER(S):  BORROWER(S):  The undersigned a Notary Public in and for said State hereby cardly that Diane V. Cotelle, 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 lith day of July 19 97  (Seal) Notary Public 3/1999	This second mortgage shall not be assumable.
BORROWER(S):  BO	
STATE OF ALABAMA COUNTY OF Shelby  [	this 11th day of July and the day of the day
COUNTY OF Shelby  I. the undersigned	BORROWER(S): Drane V. Cotelle
that <u>Diane V. Cotelle</u> , a single individual whose name(s) are signed to the foregoing mortgage, and who <u>is</u> known to me, acknowledged before me on this day that, being informed of the contents of this mortgage. <u>she</u> executed the same voluntarily on the day the same bears date.  Given under my hand this <u>11th</u> day of <u>July 1993</u> Notary Public <u>3/799</u>	COUNTY OF Shelby
(Seal) Notary Public	the undersigned, a Notary Public in and for said State hereby cardly, that Diane V. Cotelle, 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, foregoing informed of the contents of this mortgage sheexecuted the same voluntarily on the day being informed of the contents of this mortgage sheexecuted the same voluntarily on the day.
7799	Given under my hand this 11th day of July 19.97
	7799