

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

Post Office Box 119
Montevallo, AL 35115-0119

205/665-5102
205/665-5076

Send Tax Notice to:
(Name) _____

(Address) _____

SECOND MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CHRISTOPHER D. SPEARS and wife, MICHELLE SPEARS

(hereinafter called "Mortgagors", whether one or more) are justly indebted to STEVEN C. SPEARS and wife,
DONNIE S. SPEARS

(hereinafter called "Mortgagee", whether one or more), in the sum
of TWENTY THOUSAND and 00/100----- Dollars
(\$ 20,000.00**) evidenced by separate real estate Mortgage Note executed on even date herewith.

Inst # 1998-37648

09/28/1998-37648

12:02 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CRH 42.00

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, CHRISTOPHER D. SPEARS and wife,
MICHELLE SPEARS

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

A parcel of land located in part of Sections 7 and 12, both in Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section 7; thence S 3 deg. 50' 38" E a distance of 1221.79' (1223.18' deed) to a point on the Westerly R.O.W. line of County Road #19 (80' R.O.W.) said point also being the POINT OF BEGINNING; thence S 3 deg. 11' 18" E along said Westerly R.O.W. line a distance of 204.70'; thence leaving said R.O.W. line, N 63 deg. 02' 43" W a distance of 253.56'; thence N 22 deg. 08' 44" E a distance of 132.60'; thence S 83 deg. 27' 03" E a distance of 167.38' to a point on the Westerly R.O.W. line of said County Road #19; thence S 2 deg. 36' 12" E along said R.O.W. line, a distance of 9.23' to the POINT OF BEGINNING.

ALSO, THE FOLLOWING DESCRIBED PROPERTY:

From the SE Corner of the above described real estate run North 63 deg. 2 min. 43 sec. West a distance of 253.56 feet; thence turn left and proceed Southwesterly and parallel to the West line of the above described property for 5.40 feet to an existing fenceline upon the South boundary of said property. Thence turn left and proceed Southeasterly along said existing fenceline to the end of said fenceline; thence turn left and proceed Northerly and parallel to the East line of the above described property for 8.50 feet, to the point of beginning. The quitclaim portion of this Deed is intended to convey all of the property located between the South line of that certain survey completed by R. C. Farmer and Associates, Inc., revised on April 16, 1998, to the fenceline upon the Southern boundary of said property, which parallels the East and West lines of subject property.

ALSO, A 20 FOOT EASEMENT FOR INGRESS AND EGRESS TO AND FROM PROPERTY ADJOINING THE HEREIN CONVEYED REAL ESTATE OF 20 FEET OF UNIFORM WIDTH, UPON THE NORTHERLY LINE OF THE HEREDABOVE DESCRIBED PROPERTY, AS RESERVED BY MORTGAGEES.

THIS IS A SECOND MORTGAGE.

Said property is warranted free from all incumbrances and 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, 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, first above named 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 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 Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 sums expended by the said Mortgagee or assigns, or should said indebtedness 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 incumbrance 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 the 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 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, for 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 incumbrances, 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 Mortgagor 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 in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned CHRISTOPHER D. SPEARS and wife, MICHELLE SPEARS

have hereunto set their signatures and seal, this 25TH day of SEPTEMBER, 1998

Christopher D. Spears (SEAL)
Christopher D. Spears
Michelle Spears (SEAL)
Michelle Spears (SEAL)

THE STATE of ALABAMA

SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said state,

hereby certify that CHRISTOPHER D. SPEARS and wife, MICHELLE SPEARS

whose names 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 25th day of September, 1998

D. J. Spear Notary Public
9/2002

THE STATE of

COUNTY }

I, 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

day of 1998-37648

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Notary Public

09/28/1998-37648
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SHELBY COUNTY JUDGE OF PROBATE
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MORTGAGE

STATE OF ALABAMA
COUNTY OF

TO

Return to: