

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

MAINLINE HEATING AND AIR CONDITIONING, INC., An Alabama Corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

GEORGE ROY and ELIZABETH ROY

(hereinafter called "Mortgagee", whether one or more), in the sum

of TWELVE THOUSAND, TWENTY-NINE and 96/100-----Dollars

(\$ 12,029.96 \*\*), evidenced by separate real estate mortgage note.

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, MAINLINE HEATING AND AIR CONDITIONING, INC.

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 lot in the Town of Calera, Alabama, described as follows:

Commencing at the point of intersection of the East right-of-way line of the Birmingham Montgomery Highway, being U. S. Highway #31, with the center line of the L & N Railroad Company's "Y" track in the Town of Calera and run thence North 2 deg. 53 min. East for a distance of 662.13 feet to an iron pin for point of beginning of the lot herein described; thence run South 88 deg. 45 min. East along the North line of lot belonging to Calera Motor Company a distance of 240.10 feet to an iron pin on West right-of-way line of the "Y" track of the said L & N Railroad Company; thence North 13 deg. 15 min. East (North 13 deg. 16 min. East, measured) along the West right-of-way line of said "Y" track for a distance of 76.64 feet (76.65 feet, measured) to an iron pin; thence run North 88 deg. 45 min. West (North 88 deg. 44 min. 58 sec. West, measured) for a distance of 253.92 feet to an iron pin on East right-of-way line of 12<sup>th</sup> Street or Montgomery Avenue; run thence South 2 deg. 53 min. West for a distance of 75 feet to point of beginning, and being part of lands described as Blocks 2 and 3 of the Map of Calera, Alabama, drawn by the South and North Alabama Railroad Company and showing the division of the lands between said Railroad Company and others, as shown of record in Deed Book 3 page 112 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**THIS IS A PURCHASE MONEY SECOND MORTGAGE.**

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Do 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 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 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 MAINLINE HEATING AND AIR CONDITIONING, INC.

have hereunto set its signature

and seal, this

13th day of OCTOBER, 1999

Kenneth M. Graves (SEAL)  
MAINLINE HEATING AND AIR CONDITIONING, INC.  
By: Kenneth M. Graves (SEAL)  
Its: President (SEAL)

THE STATE of

COUNTY }

I,

a Notary Public in and for said County, in said state.

hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that  
being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this day of 19

Notary Public

THE STATE of ALABAMA

SHELBY

COUNTY }

I, the undersigned authority

a Notary Public in and for said county, in said State.

hereby certify that KENNETH M. GRAVES  
PRESIDENT

MAINLINE HEATING AND AIR CONDITIONING, INC. a corporation.

whose name as of 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 13th day of OCTOBER, 1999

Notary Public

9/13/2001

TO

MORTGAGE

STATE OF ALABAMA  
COUNTY OF

Mitchell A. Spears

ATTORNEY AT LAW

Post Office Box 119

Montevallo, AL 35115-0119

(205) 665-5102

(205) 665-5076

Inst # 1999-42738

10/15/1999-42738  
08:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMS 25.15

Return to: