

Appendix 47

## SECOND MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

Whereas, WILLIE MAE WARD ("Mortgagor") is/are justly indebted to New South Federal Savings Bank ("Mortgagee") in the principal sum of \$ 2,000.00 at zero percent interest, as evidence 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 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 here by Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and situated in SHELBY County, Alabama, to wit:

This Mortgage is second and subordinate to the certain first mortgage of even date herewith executed by the Mortgagor herein in favor of New South Federal Savings 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 free of said premises; that they are free of and from all encumbrances except as noted above and the Mortgagor(s) will warrant and defend the 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 and 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 ALABASTER, Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

### EXHIBIT A ATTACHED

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  
\_\_\_\_ 27 \_\_\_\_ day of \_\_\_\_ June \_\_\_\_, 2002 \_\_\_\_.

BORROWER(S)

Willie Mae Ward  
WILLIE MAE WARD

STATE OF ALABAMA  
COUNTY OF Shelby

I, Valerie A. England, a Notary Public in and for said State hereby certify that Willie Mae Ward, Single whose name(s) are signed to the foregoing mortgage, and who known to me, acknowledge before me on this day that being informed of the contents of this mortgage, Willie Mae Ward executed the same voluntarily on the day the same bears date.

Given under my hand this 27 day of June, 2002.

(Seal)

Notary Public

Valerie A. England

My Commission expires: 02/25/04

Exhibit A

Legal Description

Lot 12, according to the Survey of Revised Meadows, Plat 2, as  
recorded in Map Book 20, Page 26, in the Probate Office of Shelby  
County, Alabama; being situated in Shelby County, Alabama.