

320155

*THIS MORTGAGE IS BEING RERECORDED **SECOND MORTGAGE**
 TO CORRECT THE MARITAL STATUS OF THE MORTGAGOR &
 STATE OF ALABAMA CORRECT THE CITY IN WHICH MORTGAGE IS
 COUNTY OF SHELBY FILED.

20020613000278960 Pg 1/1 12.80
 Shelby Cnty Judge of Probate, AL
 06/13/2002 09:44:00 FILED/CERTIFIED

WHEREAS, ELIZABETH HOSMER, AN UNMARRIED PERSON
 ("Mortgagor") is/are justly indebted to New South Federal Savings Bank ("Mortgagee") in the principal sum of
TWELVE HUNDRED DOLLARS AND 00/100 Dollars (\$ 1,200.00) 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 hereby 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 fee 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 BIRMINGHAM, 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.

20021018000511410 Pg 1/1 12.00
 Shelby Cnty Judge of Probate, AL
 10/18/2002 12:29:00 FILED/CERTIFIED

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 3RD day
 of JUNE, 2002.

BORROWER(S):

Elizabeth Hosmer
 ELIZABETH HOSMER

STATE OF ALABAMA
 COUNTY OF SHELBY

I, THE UNDERSIGNED, a Notary Public in and for said State hereby certify that ELIZABETH HOSMER
 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, SHE
 executed the same volutarly on the day the same bears date.

Given under my hand this 3RD day of JUNE, 2002.

(Seal)

Notary Public

My Commission expires:

Dana H. Johnson
3/26/05