

\* This mortgage is being re-recorded to add the legal  
Appendix 478

320155

Yanna  
573996

\*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 12.00  
Shelby Cnty Judge of Probate, AL  
06/13/2002 09:44:00 FILED/CERTIFIED

20020814000383600 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
08/14/2002 09:21:00 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

20030107000012150 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
01/07/2003 07:33:00 FILED/CERTIFIED

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 volutarily on the day the same bears date.

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

(Seal)

Notary Public

My Commission expires: 3/26/05

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Revised 9/96

**EXHIBIT "A" LEGAL DESCRIPTION**

20030107000012150 Pg 2/2 15.00  
Shelby Cnty Judge of Probate, AL  
01/07/2003 07:33:00 FILED/CERTIFIED

Lot 23, According to the survey of Kingwood Townhomes - Phase Three,  
As Recorded in Map Book 20, Page 91, in the Probate Office of Shelby  
County, Alabama.