

* This mortgage is being rerecorded to add the legal Appendix 478

320155

Yanna 573996

20020613000278960 Pg 1/1 12.00
Shelby Cnty Judge of Probate, AL
06/13/2002 09:44:00 FILED/CERTIFIED

*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.

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 volutarly on the day the same bears date.

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

(Seal) Notary Public Dana H. Johnson
My Commission expires: 3/26/05

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.