

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

**MORTGAGE—**

STATE OF ALABAMA  
COUNTY SHELBY

} **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**  
**RICHARD LEON KING SR. AND WIFE SANDRA RUTH KING**

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
**FIRST AMERICAN BANK OF PELHAM**

(hereinafter called "Mortgagee", whether one or more), in the sum  
of **EIGHT THOUSAND TWO HUNDRED AND NO/100-----** Dollars  
(\$ **8,200.00** ), evidenced by

**INSTALLMENT NOTE OF EVEN DATE PAYABLE IN 84  
MONTHLY INSTALLMENTS BEGINNING OCTOBER 15, 1988  
AND ANY AND ALL RENEWALS AND/OR EXTENSIONS  
THEREAFTER AT AN INTEREST RATE OF 15.75%**

202 PAGE 596

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,  
**RICHARD LEON KING, SR. AND WIFE SANDRA RUTH KING**

BOOK 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:

12  
13  
14  
15

Commence at the Northeast corner of the SW ¼ of the SW ¼ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama; thence run Northerly along the East line of NW ¼ of SW ¼, 420.0 feet to a point; thence turn an angle of 91 deg. 18 min. 48 sec. to the left and run Westerly a distance of 107.25 feet to the point of beginning of the parcel being described; thence continue along last described course a distance of 57.95 feet to a point; thence turn an angle of 78 deg. 38 min. 53 sec. to the left and run Southwesterly a distance of 256.97 feet to a point; thence turn an angle of 18 deg. 20 min. 49 sec. to the right and run Southwesterly a distance of 64.42 feet to a point; thence turn an angle of 122 deg. 06 min. 06 sec. to the left and run Northeasterly a distance of 165.18 feet to a point on the West right of way line of Grimes Road; thence turn an angle of 68 deg. 10 min. 10 sec. to the left to tangent and run Northeasterly along said right of way line of a highway curve to the right, having a central angle of 10 deg. 10 min. 36 sec. and a radius of 239.37 feet, an arc distance of 42.52 feet to a point; thence turn an angle of 90 deg. 00 min. 00 sec. left, from tangent, and run Northwesterly a distance of 12.71 feet to a point; thence turn an angle of 63 deg. 07 min. 15 sec. to the right and run Northerly a distance of 233.55 feet to the point of beginning; being situated in Shelby County, Alabama.  
Mineral and mining rights excepted.

To 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 Mortgagees 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 sum 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 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 said 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, (or 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

RICHARD LEON KING, SR. AND WIFE SANDRA RUTH KING

have hereunto set their signature s and seal, this 31st day of August, 19 88

Richard Leon King, Sr. (SEAL)  
RICHARD LEON KING, SR.  
Sandra Ruth King (SEAL)  
SANDRA RUTH KING (SEAL)  
(SEAL)

THE STATE OF ALABAMA  
SHELBY COUNTY

I, ROBIN A. CARTER, a Notary Public in and for said County, in said State, hereby certify that RICHARD LEON KING, SR. AND WIFE SANDRA RUTH KING

whose name S signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 31st day of August, 19 88

Robin A. Carter Notary Public.  
ROBIN A. CARTER  
MY COMMISSION EXPIRES MARCH 7, 1992

THE STATE of COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, 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 the day of, 19

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 SEP -2 AM 8:47

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax 12.30  
3. Recording Fee 5.00  
4. Inclusive Fee 1.00  
TOTAL 18.30

MORTGAGE DEED

TO

Return to:

BOOK 202 PAGE 597