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This instrument was prepared by

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Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth L. Rosser and wife, Kelly K. Rosser

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Charles David Adderhold and wife, Carolee J. Adderhold

(hereinafter called "Mortgages", whether one or more), in the sum of One Hundred Fifty Thousand and 00/100----- Dollars (\$150,000.00), evidenced by one promissory note of even date herewith due and payable in accordance with the terms and conditions of said note and/or any renewal thereof.

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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, Kenneth L. Rosser and wife, Kelly K. Rosser

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby and Bibb County, State of Alabama, to-wit:

Lot or Parcel No. 2 of a Resurvey of Whispering Pines Farms as recorded in Map Book 13, Page 131 in the Office of the Judge of Probate of Shelby County, Alabama and described by metes and bounds as evidenced by Exhibit "B" attached hereto and made a part hereof.

Purchaser shall have the right to pay the entire indebtedness at any time without any unearned interest or penalty being charged, it being the intention of the parties that only earned interest be paid on this indebtedness.

This loan is not assumable without written consent of the seller.

If Kenneth L. Rosser and wife, Kelly K. Rosser shall sell, convey, transfer, or dispose of the real property described in this mortgage, or any part of such property, or any interest therein, or agree so to do without the prior written consent of Charles David Adderhold and wife, Carolee J. Adderhold, Charles David Adderhold and wife, Carolee J. Adderhold shall have the right, at the option of Charles David Adderhold and wife, Carolee J. Adderhold, to declare the entire balance of the unpaid principal with unpaid interest due thereon immediately due and payable and this mortgage securing such debt shall become subject to becoming foreclosed. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. In the event of default, Charles David Adderhold and wife, Carolee J. Adderhold may recover such necessary expenses as may be incurred in collection, including a reasonable attorney's fee.

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 Mortgagee 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 Kenneth L. Rosser and wife, Kelly K. Rosser

have hereunto set OUR signatures and seal, this 3rd day of April, 1990

CAUTION--IT IS IMPORTANT THAT  
YOU THOROUGHLY READ THE  
CONTRACT BEFORE YOU SIGN IT.

*Kenneth L. Rosser* (SEAL)  
*Kelly K. Rosser* (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

THE STATE of ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Kenneth L. Rosser and wife, Kelly K. Rosser

whose names are 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 3rd day of April, 1990  
*Robert S. Paul* Notary Public

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\_\_\_\_  
\_\_\_\_\_, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "B"

Beginning at the northwest corner of the NE 1/4 of the SE 1/4 of Section 11, Township 21 South, Range 5 West, Shelby County, Alabama and run thence North 86° 46' 18" East along said 1/4-1/4 line a distance of 1,331.96' to a point, thence run South 44° 30' 00" East a distance of 178.61' to a point, thence run South 30° 32' 00" East a distance of 619.12' to a point, thence run South 3° 17' 00" East a distance of 213.39' to a point on the northerly right of way line of Highway No. 13 in a curve to the left having a central angle of 8° 49' 15" and a radius of 5,465.00', thence run west-southwesterly along the arc of said curve an arc distance of 841.35' to the P.T. of said curve, thence continue along the tangent of said curve South 75° 04' 34" West a distance of 905.70' to a point on the west line of the NE 1/4 of the SE 1/4 of said Section 11, thence run North 3° 52' 20" West along said quarter-quarter line a distance of 494.12' to a point, thence run North 27° 59' 13" West a distance of 122.12' to a point, thence run North 60° 20' 39" East a distance of 55.41' to a point on the same said west line of the NE 1/4 of the SE 1/4, thence run North 3° 52' 20" West along said 1/4-1/4 line a distance of 558.33' to the point of beginning.  
LESS AND EXCEPT any and all mining and mineral rights.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 APR 11 AM 8:45

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	225.00
3. Recording Fee	\$	7.50
4. Indexing Fee	\$	3.40
5. No Tax Fee	\$	
6. Certified Fee	\$	1.10
Total	\$	237.00