

INSTRUMENT PREPARED BY:

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MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That whereas C. P. Walker and, Ann L. Walker, hereinafter called Mortgagors, are justly indebted to the United States of America, hereinafter called Mortgagee, in the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars according to the terms and conditions set out herein.

And whereas, C. P. Walker, and Ann L. Walker, Mortgagors agree, in incurring said indebtedness that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

All of Lots 3 and 4, Block 2, except the West 142 feet of said lots, according to Buck Creek Cotton Mills Subdivision, a map of which is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Map Book 3 Page 9.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree 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, the undersigned agree 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, with a reputable insurance company, with loss, if any, payable to said Mortgagee,

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as Mortgagee's interest may appear; and if the undersigned fail to keep said property insured as above specified, then the said Mortgagee, or its assigns, may at Mortgagee's option to insure said property for said sum of Mortgagee's own benefit, the policy if collected, to be credited on said on said indebtedness, less cost of collecting same; all amounts so extended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically insured, and shall be covered by this mortgage, and bear interest from date of payment by said Mortgage, or assigns, and be at once due and payable.

The Mortgagors understand and agree that this mortgage is given to secure an appearance bond for Billy Joe Montgomery in the case of the United States of America v. Billy Joe Montgomery Case Number CR-90-P-228-S, criminal case now pending in the United States District Court for the Northern District of Alabama. Mortgagors further understand and agree that if and in the event that the said Billy Joe Montgomery should fail to appear in the United States District Court for the Northern District of Alabama as that court may, from time to time, direct or if the said Billy Joe Montgomery shall fail to appear in any other court which may be required as part of the referenced proceedings, then the Mortgagee herein may exercise its rights herein as a condition of default. But, if the said Billy Joe Montgomery shall appear in the United States District Court for the Northern District of Alabama or in such other court as he may be required to appear from time to time, then the Mortgagors shall be duly exonerated as sureties on said bond, and this mortgage shall be null and void.

Should default be made as set out above, then the whole of said indebtedness hereby secured shall become due and payable, and this mortgage be subject to foreclosures as now provided for by law in case of past due mortgages, and the said Mortgagee, its agent and 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 in mass as Mortgagee, its agents or assigns, deem best, in front of the courthouse door of said county where said property is located, at public outcry, to the highest bidder for the case, and apply the proceeds of the sale; first, to the expense of advertising, selling and conveying, including a reasonable attorneys fee; second, to the payment of any amounts that have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances; third, to the payment of said indebtedness in full; and fourth, the balance, if any, to be turned over to the said Mortgagors. Mortgagors further agree that said Mortgagee, its agents or assigns, may bid at said sale and purchase property, if the highest bidder therefore; and Mortgagors further agree to pay a reasonable attorneys fee to said Mortgagee or its assigns, for the foreclosure of this mortgage.

IN WITNESS WHEREOF, the undersigned have hereunto set their signature and seal, this the 21st day of November, 1990.

C. P. Walker
C. P. WALKER

Ann L. Walker
ANN L. WALKER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that and, 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 this 21st day of November, 1990.

Richard A. Bell
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 18, 1992

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

90 DEC -3 AM 11:36

Richard A. Bell
JUDGE OF PROBATE

1. Dead Tax	—	\$	—
2. Mtg. Tax	—	\$	30.00
3. Recording Fee	—	\$	2.50
4. Indexing Fee	—	\$	1.00
5. No Tax Fee	—	\$	—
6. Certified Fee	—	\$	1.00
Total	—	\$	44.50