

This form furnished by: **Cahaba Title, Inc.**

Eastern Office
(205) 833-1571
FAX 833-1577

Riverchase Office
(205) 988-5600
FAX 988-5905

This instrument was prepared by:

(Name) Courtney Mason & Assoc. PC

(Address) PO BOX 360187

Birmingham, AL 35236-0187

MORTGAGE

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Riggins Parker, a ^{married} ~~single~~ individual

hereinafter called "Mortgagors", whether one or more) are justly indebted to Kenney C. Porter and
Lila Faye Porter

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirteen Thousand Six Hundred and no/100ths----- Dollars
\$ 13,600.00 evidenced by a mortgage note of even date

Inst # 1997-29216

09/10/1997-29216
02:40 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
JOS. HEBBARD

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, Riggins Parker, a single individual

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

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the August 22nd of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

THIS IS A SECOND MORTGAGE SUBORDINATE TO THAT FIRST MORTGAGE HELD BY REGIONS BANK.

Subject property does not constitute the homestead of the Mortgagor herein, as defined by the Code of Alabama.

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

Inst # 1997-29216

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 sums 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 the 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 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, for 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 **Riggins Parker**

have hereunto set my signature and seal, this **22nd** day of **August**, 19 **97**

Riggins Parker
Riggins Parker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of **Shelby**

Shelby

COUNTY }

I, **the undersigned**

hereby certify that

Riggins Parker, a married individual

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this **22nd** day of **August**, 19 **97**

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 _____ day of _____, 19 _____

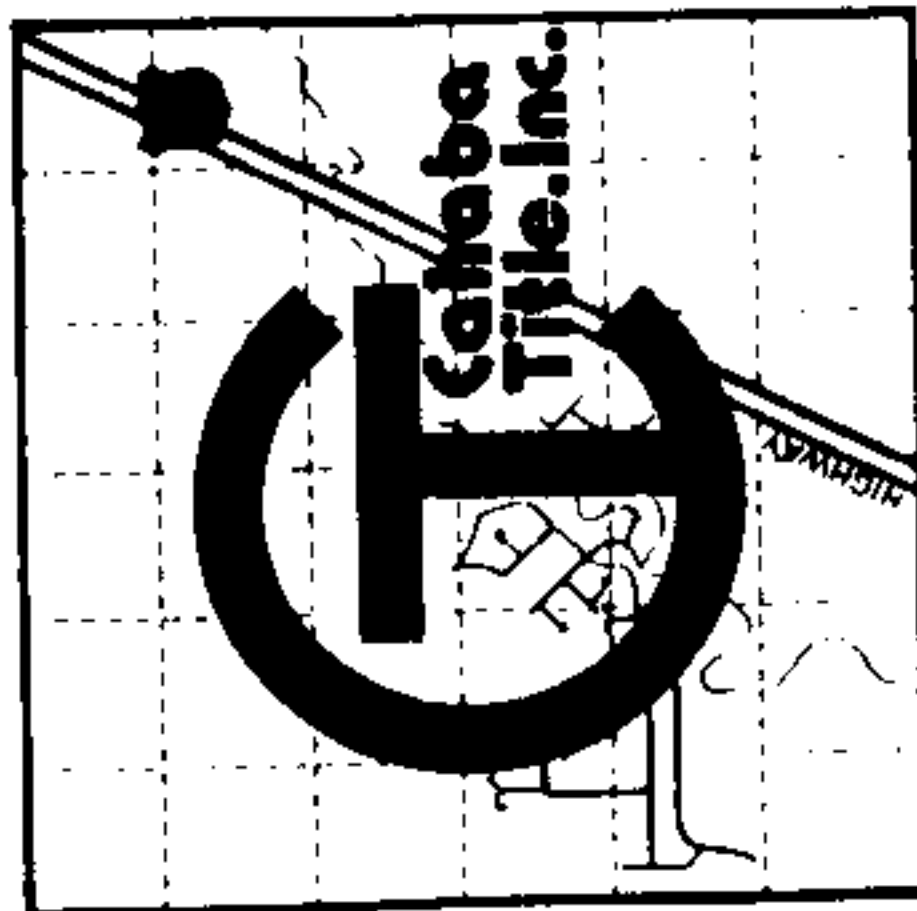
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

RIVERCHASE OFFICE

1900 Indian Lake Drive
Birmingham, Alabama 35244
(205) 988-5600

EASTERN OFFICE

1100 East Park Drive, Suite 302
Birmingham, Alabama 35235
(205) 833-1571

EXHIBIT "A"

Parcel X

A parcel of land located in the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 16, Township 22 South, Range 2 West more particularly described as follows:
Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 16, Township 22 South, Range 2 West; thence run Northerly a distance of 668.52 feet along the West boundary of 1/4 1/4 Section to the SW corner of the NW 1/4 of the SW 1/4 of the NW 1/4 of said Section 16; thence turn right 00 deg. 07 min. 33 sec. and run Northerly a distance of 469.00 feet along said West boundary; thence turn right 89 deg. 18 min. 18 sec. and run Easterly a distance of 186.02 feet to a point on the Easterly right of way line of U. S. Highway 31 (Project No. FGI-99(4)); said point being the point of beginning of the parcel herein described; thence continue Easterly 85.00 feet along the same course to a point; thence turn left 88 deg. 26 min. 04 sec. and run Northerly a distance of 206.15 feet to a point; thence turn left 91 deg. 33 min. 56 sec. and run Westerly a distance of 130.66 feet to a point on the original Easterly right of way of said U. S. Highway 31, said point being a point on a curve of said right of way having a Radius of 2161.83 feet, a Delta of 1 deg. 56 min. 55 sec., and a Chord = 73.52 feet, and being concave to the East; thence turn left 99 deg. 10 min. 53 sec. to the chord of said curve and go Southeasterly along the curve of said right of way, an arc distance of 73.52 feet (or a chord distance of 73.52 feet) to a point; thence turn right 89 deg. 01 min. 33 sec. from the chord of the last described curve and run Westerly and radial to said curve a distance of 30.00 feet to a point on the revised right of way of said Highway 31 (Inst. #1997-17081); said point being a point on a curve of said new right of way; said curve having a Radius = 2191.83 feet, a Delta = 3 deg. 25 min. 30 sec., and a Chord = 131.00 feet, and being concave to the East, thence turn left 91 deg. 42 min. 45 sec. to the chord of said curve and go Southeasterly along the curve of said right of way an arc distance of 131.02 feet (or a chord distance of 131.00 feet) to a point; thence turn left 78 deg. 07 min. 56 sec. from the chord of said curve and run Easterly 30.89 feet to the point of beginning of the parcel herein described; being situated in Shelby County, Alabama.

RP

Inst # 1997-29216

09/10/1997-29216
02:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 33.90