

CONSUMER LOAN  
MORTGAGE

STATE OF ALABAMA  
HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS:, That We, Jane Foster, a single woman  
(hereinafter called Mortgagor) being indebted to FIRST SOUTHERN  
FEDERAL SAVINGS AND LOAN ASSOCIATION OF MOBILE, a corporation organized and  
existing under the laws of the United States of America, whose principal place of business  
is 851 South Beltline Highway, Mobile, Alabama (hereinafter called Mortgagee) in the  
principal sum of Eighteen thousand and no/100 - - - - Dollars, as evidenced by a Note of  
even date herewith signed by the Mortgagor, providing for monthly installments of  
principal and interest, with the balance of the indebtedness, if not sooner paid, due and  
payable on July 15, 1998, said Note containing renegotiable interest  
rate provisions, with interest rate adjustments on July 15, 1986, and every  
3 years thereafter; and for the purpose of securing the payment thereof, the  
Mortgage hereby grants and conveys to said Mortgagee, its successors and assigns, with  
power of sale, the following described property located in Shelby  
County, Alabama, to-wit:

A parcel of land located in the E 1/2 of the NE 1/4 of Section 28, Township 19 South,  
Range 2 East, Shelby County, Alabama, described as follows: Commence at the point  
of intersection of the centerline of the main track of the Atlantic Coast Line  
Railroad and the Westerly right of way of Shelby County Highway # 83; (also known as  
the Harpersville to Sterrett Farm to Market Public Road); Thence run Southeasterly  
along said right of way a distance of 170 feet to the point of beginning; thence  
continue last course a distance of 209 feet thence run Southwesterly parallel with  
said Railroad a distance of 209 feet; thence run Northeasterly parallel with said  
Railroad a distance of 209 feet to the point of beginning; being situated in  
Shelby County, Alabama.

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TO HAVE AND TO HOLD THE SAME, together with all improvements located thereon,  
to the Mortgagee, its successors, and assigns, forever; to be void, however, if said  
indebtedness to be paid at maturity. But in case of failure to pay the same when due,  
or if the Mortgagor should at anytime prior thereto, without the prior written consent of  
said Mortgagee abandon, destroy, sell, or transfer all or any part of said property or  
any interest therein, the Mortgagor hereby authorizes and empowers the Mortgagee, its  
agent, attorney or assigns; to take possession of said property and to sell it at public  
outcry to the highest bidder for cash, at the front door of the Courthouse of  
Shelby County, Alabama, after advertising the same by publication of the notice  
of sale once a week for three consecutive weeks in a newspaper published in the county  
in which the property is located. The proceeds of the said sale to be applied, First to  
the payment of expenses of seizing and selling said property, probating and recording  
and attorney's fees for foreclosing this mortgage; and Second, to the payment of said  
indebtedness and accrued interest thereon; and, Third, any overplus to be paid to the  
Mortgagor. The Mortgagor does authorize the said Mortgagee or its assignee, to bid for  
and become a purchaser, of said property in case of a sale, and the Mortgagor does  
hereby empower the said Mortgagee, its agent, attorney, or assignee, or auctioneer  
making the sale, to execute to the purchaser of said sale a deed to the property so  
purchased and thereby conveying full title thereto. And the Mortgagor affirms that the  
Mortgagor is the lawful owner of said property, and that there is no encumbrance or lien  
thereon, verbal or written, in favor of any person, except First Southern Federal S and L

*First So Fed S & L*  
*Columbiana*

The undersigned waives all right of exemption as to real or personal property under the laws of Alabama as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable attorney's fee to the Mortgagee, should the Mortgagee employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed be set off against any part of the debt secured hereby.

For the purpose of this Mortgage, the interest rate applicable to the Indebtedness, as evidenced by a promissary note of even date herewith signed by the Mortgagor and for which this Mortgage is given as security for the payment thereof, is subject to adjustment at the end of each loan term. The Mortgagee is not required to bargain with the Mortgagor as to the interest rate for any renewal of the loan.

It is expressly understood and agreed that all other indebtedness of the Mortgagor owed to the Mortgagee, whether now owing or hereafter contracted, shall also be secured by this Mortgage.

ASSUMPTION...If all or any part of the Property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable and invoke the power of sale, as provided herein.

As used herein, the singular shall include the plural and the plural the singular; the use of any gender shall include all genders; and the word "Mortgagor" shall conclusively be taken and considered to be applicable to each and every party executing this instrument, separately and severally,

IN WITNESS WHEREOF, we have hereunto set 11 hand(s) and seal(s) on this July day of 19 83.

X Jane Foster (SEAL)  
Jane Foster (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

Donnie Wyatt

STATE OF ALABAMA  
HOUSTON COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Jane Foster, a single woman whose names are 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, she executed the same voluntarily on the day the same bears date.

Given under by hand and official seal, this 11 day of July A.D., 19 83.

Lita W. Akers  
NOTARY PUBLIC

LD-42-82  
First Southern Federal  
Columbiana, Al

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1983 JUL 18 PM 2:30

Thomas A. Shouslin, Jr.  
JUDGE OF PROBATE

Monty - 27.00  
Rec. 2.00  
Ind. 1.00  
21.00