

This instrument was prepared by S. Parker

(Name) First General Land Corporation

(Address) 1209 Montgomery Highway, Birmingham, Alabama 35216

Form 1-1-22 Rev. 1-54

MORTGAGE— ~~First Federal Savings and Loan Association of Alabama~~ First General Land Corporation

STATE OF ALABAMA

COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Albert L. Weber, a married man and Meint J. Huesman, a married man, and Charlotte Washington Poe Hardwick, a married woman

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

~~FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ALABAMA~~

✓ FIRST GENERAL LAND CORPORATION

of One Hundred Fifty Thousand Dollars and 00/100— (hereinafter called "Mortgagee", whether one or more), in the sum Dollars (\$150,000.00), evidenced by one promissory note of even date herewith, bearing interest from date and at the rate therein provided and which said indebtedness is payable in the manner as provided in said note, and the said note forming a part of this instrument.

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, Albert L. Weber, a married man and Meint J. Huesman, a married man and Charlotte Washington Poe Hardwick, a married woman

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 ATTACHED FOR LEGAL DESCRIPTION

THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE ANY OF THE HOMESTEAD OF THE MORTGAGORS NOR THEIR RESPECTIVE SPOUSES

First Gen. Land Corp.
P.O. Box 20198
B'ham, AL

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

35216

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 Albert L. Weber, a married man, and Meint J. Huesman, a married man, and Charlotte Washington Poe Hardwick, a married woman

have hereunto set their signatures and seal, this 13th day of January, 1988

Meint J. Huesman (SEAL)
Meint J. Huesman
Albert L. Weber (SEAL)
Albert L. Weber

By: Albert L. Weber, Attorney in fact
under power of attorney as recorded in
Book 024, Page 350 in the Judge of Probate
of Shelby County, Alabama

Charlotte Washington Poe Hardwick (SEAL)
Charlotte Washington Poe Hardwick (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 Albert L. Weber, a married man, and Charlotte Washington Poe Hardwick, a married woman

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 13th day of January, 1988

My commission expires: 8-13-89

Shirley C. Napier
Notary Public.

THE STATE of
COUNTY

, a Notary Public in and for said County, in said State

I,
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

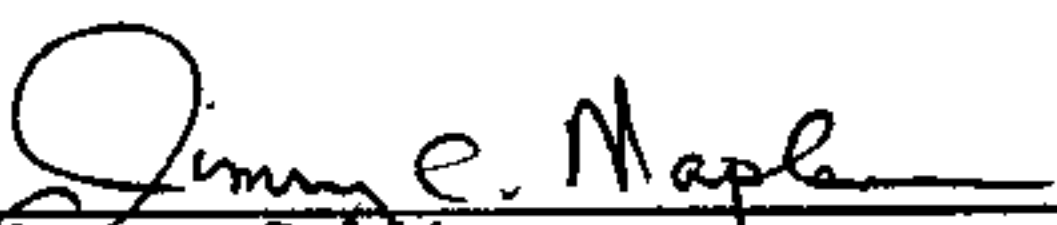
THIS FORM FROM

FIRST FEDERAL SAVINGS &
LOAN ASSOC. OF ALABAMA
P. O. BOX 1388
JASPER, ALABAMA 35502-1388

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Albert L. Weber whose name as Attorney In Fact for Meint J. Huesman 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 in his capacity as such Attorney In Fact.

Given under my hand and official seal this 13th day of January, 1988.


Notary Public

My commission expires: 3-13-89

LEGAL DESCRIPTION:

PARCEL A:

All that part of the East Half of the East Half and the Northwest Quarter of the Northeast Quarter of Section 23, Township 20 South, Range 4 West, lying South of Shelby County Highway 93.

LESS AND EXCEPT all that portion of caption lands lying within the Survey of Chestnut Glenn, as recorded in Map Book 10, Page 103, in the Probate Office of Shelby County, Alabama.

ALSO LESS AND EXCEPT the following described parcels of land, designated as TRACTS I, II, III, IV, hereinafter:

TRACT I:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Westerly along the South line of said 1/4-1/4 for a distance of 1,341.51 feet to the Southwest corner of said 1/4-1/4; thence turn an angle to the right of 90 deg. 21' 32" and run Northerly along the West line of said 1/4-1/4 for a distance of 698.63 feet to the point of beginning; thence continue along last described course for a distance of 679.39 feet to the SW corner of Lot 27 of proposed Chestnut Glenn, Phase 2; thence turn an angle to the right of 89 deg. 04' 34" and run Easterly along the South line of said proposed Lot 27 for a distance of 610.57 feet to the Southeast corner of said Lot 27 and the Westerly right of way line of proposed Chestnut Lane; thence turn an angle to the right of 90 deg. 55' 26" for a distance of 50.75 feet to a point on the North line of said 1/4-1/4; thence turn an angle to the right of 46 deg. 43' 24" and run Southwesterly for a distance of 124.31 feet; thence turn an angle to the left of 46 deg. 43' 24" for a distance of 550.0 feet; thence turn an angle to the right of 89 deg. 38' 28" for a distance of 520.0 feet to the point of beginning.

TRACT II:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Northwardly along the East line of said 1/4-1/4 for a distance of 590.48 feet to the point of beginning; thence continue along last described course for a distance of 745.18 feet to the Northeast corner of said 1/4-1/4 and the Southeast corner of proposed Lot 26 in the Second Phase of Chestnut Glenn; thence turn an angle to the left of 90 deg. 27' 38" and run Westerly along the North line of said 1/4-1/4 for a distance of 729.0 feet; thence turn an angle to the left of 42 deg. 43' 46" and run Southwesterly for a distance of 124.31 feet; thence turn an angle to the left of 46 deg. 43' 24" for a distance of 658.14 feet; thence turn an angle to the left of 90 deg. 21' 32" for a distance of 820.62 feet to the point of beginning.

CONTINUED ON NEXT PAGE. . .

LEGAL DESCRIPTION, CONTINUED

TRACT III:

Begin at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Northerly along the East line of said 1/4-1/4 for a distance of 590.48 feet; thence turn an angle to the left of 90 deg. 16' 20" for a distance of 820.62 feet; thence turn an angle to the left of 89 deg. 38' 28" for a distance of 590.49 feet to a point on the South line of said 1/4-1/4; thence turn an angle to the left of 90 deg. 21' 32" and run Easterly along said South line for a distance of 821.51 feet to the point of beginning.

TRACT IV:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West; thence run Westerly along the South line of said 1/4-1/4 for a distance of 821.51 feet to the point of beginning of the property herein described; thence continue along last described course for a distance of 520.0 feet to the SW corner of said 1/4-1/4; thence turn an angle to the right of 90 deg. 21' 32" and run Northerly along the West line of said 1/4-1/4 for a distance of 698.63 feet; thence turn an angle to the right of 89 deg. 38' 28" for a distance of 520.0 feet; thence turn an angle to the right of 90 deg. 21' 32" for a distance of 698.63 feet to the point of beginning.

PARCEL B:

A part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 4 West, more particularly described as follows: Begin at the SW corner of said NW 1/4 of the NE 1/4 for the point of beginning; thence run Northwardly along the West line of same for a distance of 1,325.72 feet to the NW corner thereof; thence turn an angle to the right of 88 deg. 57 min. 10 sec. and run Easterly along the North line of said section for a distance of 1,553.28 feet; thence turn an angle to the right of 64 deg. 50 min. 21 sec. for a distance of 135.0 feet; thence turn an angle to the right of 65 deg. 51 min. 01 sec. for a distance of 370.88 feet; thence turn an angle to the right of 38 deg. 06 min. 53 sec. for a distance of 327.52 feet; thence turn an angle to the left of 36 deg. 03 min. 00 sec. for a distance of 420.0 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. for a distance of 622.29 feet to the Northwesternly right-of-way of Shelby County Highway #93; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run Southwesterly along said right-of-way for a distance of 179.57 feet to the South line of said NW 1/4 of the NE 1/4; thence turn an angle to the right of 47 deg. 27 min. 35 sec. and run Westerly along South line of same for a distance of 1,333.81 feet to the point of beginning. According to updated survey of Karl Hager, Ala. Reg. L.S. #11848.

All being situated in Shelby County, Alabama.

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

88 JAN 20 AM 10:20

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. State Tax
2. Adm. Fee 225.00
3. Recording Fee 12.50
4. Indexing Fee 2.00
TOTAL 239.50