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This form furnished by: **Cahaba Title, Inc.** Riverchase Office (205) 988-5600 Eastern Office (205) 833-1571

This instrument was prepared by:
(Name) Jack G. Paden
(Address) 310 19th Street, North
Bessemer, Alabama 35020

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS:** That Whereas,
Ronald Roland Foster and Wife, Kim M. Foster

(hereinafter called "Mortgagors", whether one or more) are justly indebted to
Fred Wayne Horton
(hereinafter called "Mortgagee", whether one or more), in the sum of Six Thousand Eight Hundred and 00/100 ---------------------------------Dollars ($ 6,800.00), evidenced by a promissory note of even date herewith in the amount of Six Thousand Eight Hundred and 00/100 ($6,800.00) Dollars bearing interest at the rate of ten percent (10%) per annum and payable in monthly installments of principal and interest in the amount of One Hundred Forty-Four and 48/100 ($144.48) Dollars commencing July 1, 1988, and continuing for a period of five (5) years until said sum is paid in full.

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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,
Ronald Roland Foster and Wife, Kim M. Foster
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:

A parcel of land in the E 1/2 of the W 1/2 of Fractional Section 23, Township 22 South, Range 1 East, more particularly described as follows: Commence at the SW corner of said E 1/2 of W 1/2 and run North along the West line thereof for a distance of 1,155.35 feet to the NW boundary of Shelby County Highway No. 71; thence turn an angle to the right of 56 degrees 28 minutes and run in a Northeasterly direction along said boundary for a distance of 194.54 feet to the point of beginning of the property herein described; thence continue on the same course along said boundary for a distance of 365.70 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 170.00 feet; thence turn an angle to the left of 28 degrees 13 minutes 05 seconds and continue in a Northwesterly direction for a distance of 420.25 feet; thence turn an angle to the left of 118 degrees 33 minutes 17 seconds and run South for a distance of 460.58 feet; thence turn an angle to the left of 132 degrees 46 minutes 38 seconds and run in a Northeasterly direction for a distance of 82.41 feet; thence turn an angle to the right of 98 degrees 09 minutes and run in a Southeasterly direction for a distance of 168.75 feet to the point of beginning of the property herein described. Situated in Shelby County, Alabama.

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

To Have and to [redacted] 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, (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 Ronald Roland Foster and Wife, Kim M. Foster

have hereunto set their signature s and seal, this 3rd day of June, 1988

Ronald Roland Foster (SEAL)
Ronald Roland Foster
Kim M. Foster (SEAL)
Kim M. Foster
(SEAL)
(SEAL)

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED
88 JUN -7 PM 2:23
JUDGE OF PROBATE

1. Deed Tax $
2. Mtg. Tax 10.20
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 16.20

THE STATE of Alabama
Jefferson COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said state,

hereby certify that Ronald Roland Foster and Wife, Kim M. Foster

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 June, 1988

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
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Birmingham, Alabama 35244
Phone (205) 988-5600

EASTERN OFFICE
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