

THIS INSTRUMENT WAS PREPARED BY
 J. KENNETH GUIN, JR., ESQUIRE
 HARDIN AND TABER
 1825 MORRIS AVENUE
 BIRMINGHAM, ALABAMA 35203

MORTGAGE DEED

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, TERRY K. FOLMAR, a married man, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to RONALD C. McCOY, a married man, (hereinafter called "Mortgagee", whether one or more), in the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), evidenced by one mortgage note of even date, to-wit:

A Mortgage Note payable to Ronald C. McCoy, a married man, or order, the principal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with interest from date, at the rate of ten percent (10%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Ronald C. McCoy, 1601 2nd Avenue, North in Bessemer, Alabama 35020 or at such other place as the holder may designate in writing, delivered or mailed to the debtor, in monthly installments of Two thousand six hundred forty-three and 00/100 Dollars (\$2,643.01), commencing on the first day of November, 1988, and continuing on the first day of each month thereafter until this note is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of October, 1998.

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 Mortgagor, TERRY K. FOLMAR, a married man, and all other executing this mortgage, do hereby grant, bargain and sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Begin at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 West, in Shelby County, Alabama; thence run North along the East line of said 1/4 1/4 Section for 531.40 feet; thence 136°30' left, and run Southwesterly for 55.30 feet; thence 3°00' right, and continue Southwesterly for 173.40 feet thence 56°30' right and run Northwesterly for 69.50 feet; thence 84°45' right and run Northerly for 48.0 feet; thence 6°47'20" left and run Northerly for 157.2 feet; thence 76°34'24" left and run Northwesterly for 110.70 feet; thence 8°00' left and run Northwesterly for 126.0 feet; thence 39°00' right and run Northwesterly for 103.30 feet; thence 13°00' left and run Northwesterly 51.60 feet; thence 52°30' right, and run Northerly for 69.20 feet; thence 34°40' left, and run Northwesterly for 297.01 feet; thence 28°09' right, and run Northerly for 337.90 feet to a point on the South right of way line of Cahaba Valley Road; thence 98°42' left, and run Southwesterly along said right of way line for 440.00 feet; thence 94°00' left and run Southeasterly for 412.00 feet; thence 10°23' right and run Southeasterly for 787.62 feet, more or less, to a point in the center of a creek; thence 62°12'12" right and run Southeasterly along the center of said creek for 32.51 feet, more or less, to a point on the South line of said 1/4 1/4 Section; thence 135°11'43" left and run East along said 1/4 1/4 Section for 913.94 feet to the point of beginning; being situated in Shelby County, Alabama.

It is the grantor's intent to convey to grantee all of that certain real property heretofore acquired by him from Sandra H. McCoy, a single woman, by warranty deed dated the 19th day of May, 1978 and recorded in the office of the Judge of Probate of Shelby County, Alabama at volume 312 page 521 whether correctly described or not.

Said property is subject to:

1. Taxes for the year 1988 are a lien, but not due and payable until October 1, 1988. Parcel ID: 58-10-8-28-0-001-042.001.
2. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in the Deed Book 101 page 527 and Deed Book 112 page 510 in Probate Office.
3. Right-of-way granted to Shelby County by instrument recorded in Deed Book 135 page 16 in Probate Office.
4. Right of riparian owners in and to the use of said Cahaba Valley Creek.
5. Subject to any part of subject property lying within a flood area.
6. Mineral and mining rights are not insured.

SUBJECT TO RESTRICTIONS AND LIMITATIONS OF RECORD.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

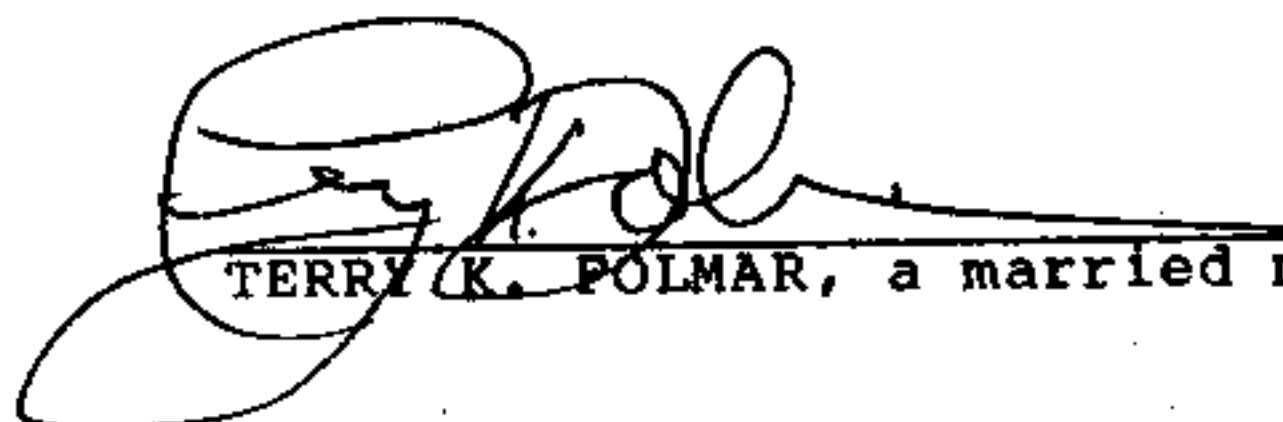
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or

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BOOK 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 policy 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 and 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 TERRY K. FOLMAR, a married man, has hereunto set his signature and seal, this 28th day of September, 1988.

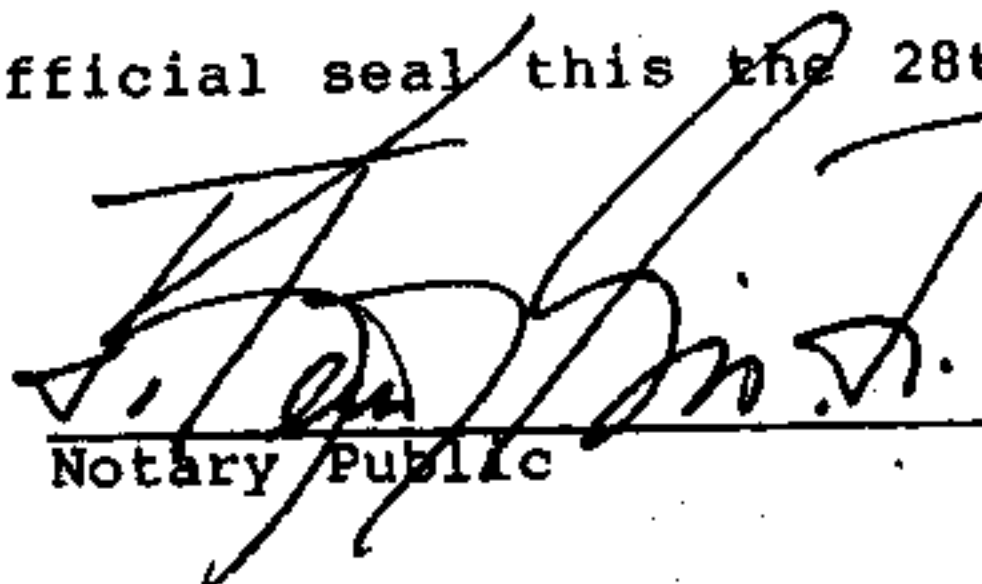
 (SEAL)
TERRY K. FOLMAR, a married man

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Terry K. Folmar, a married man, 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 the 28th day of September, 1988.


Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
88 SEP 30 PM 1:06


JUDGE OF PROBATE

1. Dead Tax	\$	
2. Mig. Tax		300.00
3. Recording Fee		12.50
4. Indexing Fee		1.00
TOTAL		313.50