

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

Riverchase Office  
(205) 988-5600

57014  
Eastern Office  
(205) 833-1571

This instrument was prepared by:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

**MORTGAGE**

STATE OF ALABAMA

Shelby COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

H. Walker and Associates, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted to Cahaba Title, Inc., Agent for First American Title Insurance Company

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Forty Thousand and no/100----- Dollars  
(\$ 40,000.00 ), evidenced by one promissory note, payable as shown thereon

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,

H. Walker and Associates, Inc.

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:

Lot 13, according to survey of Royal Pines, as recorded in Map Book 11  
Page 51 in the Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record.

BOOK 211 PAGE 181

*Cahaba Title*

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

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.

have hereunto set its signature and seal, this            day of October, 1988

H. Walker & Associates, Inc. (SEAL)

BY Harold R. Walker (SEAL)  
President

President (SEAL)

(SEAL)

THE STATE of Alabama  
Shelby

COUNTY }

I, the undersigned authority  
hereby certify that Harold

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of October, 1986.

Given under my hand and official seal this

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 OCT 28 AM 8:56

*J. Thomas P. L.* a Notary Public in and for said County, in said state.  
JUDGE OF PROBATE

THE STATE of Alabama  
Shelby

**COUNTY**

I, the undersigned authority  
hereby certify that

**a Notary Public in and for said county, in said State,**

whose name as President of H. Walker & Associates, Inc. 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**

October

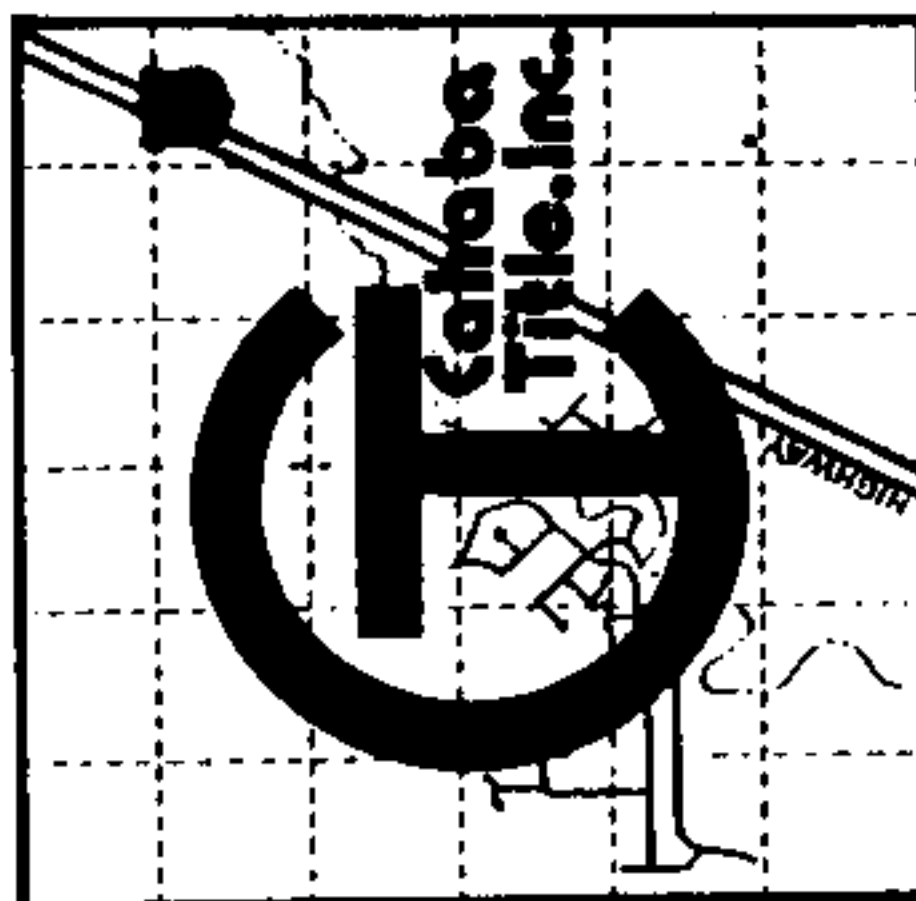
, 1988

**Notary Public**

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# MORTGAGE

STATE OF ALABAMA  
COUNTY OF



**Recording Fee \$**  
**Deed Tax \$**

**This form furnished by**

# Cahoba Title, Inc.

**RIVERCHASE OFFICE**  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988-5600

**EASTERN OFFICE**

213 Gadsden Highway, Suite 227  
Birmingham, Alabama 35235  
(205) 833-1571