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STATE OF ALABAMA

Shelby COUNTY

THIS INDENTURE made and entered into on this the 27th day of October, 19 89, by and between the undersigned, Luke E. Fowler and wife, Evelyn L., parties of the first part, and Fleet Finance, Inc. party of the second part:

WITNESSETH: That the said parties of the first part are indebted to said party of the second party in the sum of TWELVE THOUSAND EIGHT HUNDRED FIFTY SIX AND 80/100---------- DOLLARS, which debt is evidenced by one note of even date herewith, payable in ONE HUNDRED TWENTY (120) monthly installments on the 1st day of each consecutive month after this date, each of said payments being for TWO HUNDRED FORTY DOLLARS AND NO/100-------($ 240.00) DOLLARS, EXCEPT THE LAST WHICH shall be for SAME AMOUNT, TWO HUNDRED FORTY DOLLARS AND NO/100-- ($ 240.00) DOLLARS, with interest after maturity at 8% per annum, together with a fifteen percent attorney's fee in case collected by law or through an attorney; upon default in any payment due hereunder, at option of the second part, the entire amount shall become due and payable immediately.

NOW THEREFORE, in consideration of said indebtedness and to secure the payment of said indebtedness when it becomes due and payable, or any renewal thereof, the parties of the first part have granted, bargained, and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, the following described property, to-wit:

Lots 15 and 16, in Block 54, according to the Re-survey of Russell R. Hetz property, as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

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Source of Title: Book 313, Page 934, Shelby County, Alabama

TO HAVE AND TO HOLD unto the said party of the second part, its successors or assigns, forever.

And we, Luke E. Flower and Evelyn L. Fowler, do hereby covenant with the said Fleet Finance, Inc. its successors or assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances and that we will warrant and forever defend the same against the lawful claims and demands of all persons.

UPON CONDITION, however, that if said note shall be paid in full according to its tenor, together with all costs, this conveyance shall become null and void, but if said obligation shall not be paid according to its tenor, then the said grantee herein or its successors or assigns are herby authorized to take possession of the above described property after advertising the time, terms and place of sale as provided by Title 47 paragraph 171 of the Code of Alabama of 1940, to sell the same to the highest bidder, for cash, and to execute titles to the purchases and devote the proceeds of said sale to the payment, first, to the expenses of recording, advertising, selling, conveying and all other costs that may have accrued; second, of the amount with interest that may be due on said note, and lastly, if there be any surplus of said proceeds, the same shall be paid to the undersigned. This is a continuing power of sale which authorizes the party of the second part, or its assignee, after default to sell the mortgaged property from time to time in separate lots or parcels. It is further agreed that if the said grantee herein to its successors or assigns shall advance to the undersigned or to any of the undersigned anything over and above the amount of this note, this conveyance shall stand as security for the same as fully as if set out in said amount.

IT IS FURTHER AGREED that at said sale the grantee herein or its assigns shall purchase said property in all respects as if a stranger to this conveyance and in such event, the auctioneer at said sale is authorized to execute a deed of conveyance to the purchaser.

IT IS FURTHER AGREED that the first parties shall keep said property insured in some good and solvent fire insurance company in an amount not less than $ 48,000.00 and the policy shall be payable, in case of loss or damage by fire, to the party of the second part, as its interest may appear, until the debt hereby secured shall be paid in full. In case of a failure by party of the first part to insure said property as above agreed within a reasonable time, it shall be lawful for the party of the second part to insure said property and these presents shall operate to secure the repayment of the premium or premiums paid for effectuating or continuing said insurance.

IT IS FURTHER AGREED that if we fail to perform covenants and agreements contained in this Deed, or if any action or proceedings is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to us, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed, we shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with our written agreement or applicable law.

AL (5/89)
Control No.90701200

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness secured by this Deed. Unless we agree to other terms of payment, such amounts shall be payable upon notice from Lender to us requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

Parties of the first part herein represent and warrant that the property has not in the past and is not presently used for hazardous waste storage and complies with all federal, state and local environmental laws. Parties of the first part further covenant and agree to comply with all present and future state and federal environmental laws and to clean up all hazardous materials upon their discovery and, at its own expense, conform to all orders of federal and state agencies regarding the hazardous material. The parties of the first part further certify that they have never received notice of a violation nor any action for non-compliance having been commenced or threatened in regards to the property and agree to notify the lender in the event such notice should occur in the future. The parties of the first part and their representatives, principals and agents hereby agree to indemnify the party of the second part for all clean up costs and other losses or damages as to any of the foregoing. This indemnification shall arise upon the discovery of an unacceptable environmental condition on the property and shall be binding upon the heirs and assigns of the parties of the first part.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first above written.

Luke E. Fowler (SEAL)

Evelyn L. Fowler (SEAL)

WITNESS Carol Hensley

STATE OF Alabama

COUNTY OF Tuscaloosa, AL

I, Sherry Walters, Notary Public in and for said County and State, hereby certify that Luke E Fowler and wife, Evelyn L, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the contents of the within conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 27th day of October 19 89.

Sherry C Walters
Notary Public

My Commission Expires 11-4-92

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

89 NOV 14 PM 4:22

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Prepared by:

Fleet finance, Inc.
P.O. Box 3166
Tuscaloosa, Al 35403

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1. Deed Tax	$	
2. Mtg. Tax	$	19.35
3. Recording Fee	$	5.00
4. Indexing Fee	$	3.00
5. No Tax Fee	$	
6. Certified Stamp Fee	$	1.00
Total	$	28.35

AI (5/89)
Control No. 90701200