

This instrument was prepared by **Susie Roberts**

(Name) **First Federal of AL FSB**

(Address) **1811 2nd Ave Jasper AL 35501**

Form 1-1-22 Rev. 1-88
MORTGAGE— **First Federal of Alabama, FSB**

STATE OF ALABAMA
COUNTY **Jefferson**

} **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Robert H. Frizzell, Sr. and wife, Lynda S. Frizzell

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

FIRST FEDERAL OF ALABAMA, FSB

(hereinafter called "Mortgagee", whether one or more), in the sum
Dollars

of **Twelve Thousand & 00/100**
(**\$ 12,000.00**), evidenced by

One promissory note dated September 17, 1990

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,

Robert H. Frizzell, Sr. and wife, Lynda S. Frizzell

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:

Attached Exhibit "A" & "B"

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

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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 Mortgagee 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

Robert H. Frizzell, Sr. and wife, Lynda S. Frizzell

have hereunto set their signatures and seal, this 17th day of September, 1990

Robert H. Frizzell, Sr. (SEAL)

Lynda S. Frizzell (SEAL)

Lynda S. Frizzell (SEAL)

(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 Robert H. Frizzell, Sr. and wife, Lynda S. Frizzell

whose name 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 17th day of September, 1990
Comm. Exp.

Margaret Bryant Notary Public.
MY COMMISSION EXPIRES: JAN. 6, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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 the day of, 19

Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

FIRST FEDERAL OF ALABAMA, FSB

P. O. Box 1388

Jasper, Alabama 35502-1388

EXHIBIT "A"

PARCEL "A"

COMMENCE AT A POINT WHERE THE RIGHT OF WAY OF THE FARM TO MARKET ROAD WHICH CROSSES THE NE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20, RANGE 2 E, SHELBY COUNTY, ALABAMA AND WHICH RUNS NORTH TO S, INTERSECTS WITH THE RIGHT OF WAY OF THE KYMULGA FERRY ROAD; THENCE E ALONG THE RIGHT OF WAY OF SAID KYMULGA FERRY ROAD FOR A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN CONVEYED, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF A ONE ACRE TRACT PREVIOUSLY CONVEYED BY GRANTORS TO GLENN MCGAFFREY AND ROBERT CLECKLER, SR.; FROM SAID POINT OF BEGINNING, THENCE NORTH ALONG THE E BOUNDARY OF SAID ONE ACRE TRACT, AND CONTINUING NORTH AND PARALLEL TO THE RIGHT OF WAY OF THE PREVIOUSLY DESCRIBED FARM TO MARKET ROAD, FOR A DISTANCE OF 438 FEET TO A POINT; THENCE TURN RIGHT AND PROCEED IN AN EASTERLY DIRECTION, AND PARALLEL TO THE NORTH BOUNDARY OF THE NE 1/4 OF THE SE 1/4 OF SECTION 1, T 20, R 2 E FOR A DISTANCE OF 600 FEET TO A POINT; THENCE TURN RIGHT AND PROCEED IN A SOUTHERLY DIRECTION, PARALLEL TO THE RIGHT OF WAY OF THE PREVIOUSLY DESCRIBED FARM TO MARKET ROAD FOR A DISTANCE OF 312 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KYMULGA FERRY ROAD; THENCE TURN RIGHT AND PROCEED IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 678 FEET, MORE OR LESS TO THE POINT OF BEGINNING. ALL LYING AND BEING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 1, T 20, R 2 E.

PARCEL "B"

COMMENCE AT THE SW CORNER OF THE R/W INTERSECTION OF THE NORTH R/W LINE OF THE OLD KYMULGA ROAD WITH THE E R/W LINE OF SHELBY COUNTY HIGHWAY #85 IN THE NE 1/4 OF THE SE 1/4, SECTION 1, T 20, R 2 E, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE E R/W LINE OF SAID SHELBY COUNTY HIGHWAY #85 A DISTANCE OF 210 FEET TO A POINT; THENCE TURN RIGHT AT AN ANGLE OF 90 DEG. AND RUN A DISTANCE OF 219 FEET TO A POINT; THENCE TURN RIGHT AT AN ANGLE OF 90 DEG. AND RUN A DISTANCE OF 210 FEET, MORE OR LESS TO THE NORTH R/W LINE OF SAID OLD KYMULGA FERRY ROAD; THENCE RUN WEST ALONG THE NORTH R/W LINE OF SAID OLD KYMULGA FERRY ROAD A DISTANCE OF 210 FEET TO POINT OF BEGINNING. SAID PARCEL OF REAL ESTATE BEING 1 ACRE, MORE OR LESS AND BEING SITUATED IN THE NE 1/4, SECTION 1, T 20, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

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Robert H. Frizzell, Sr.

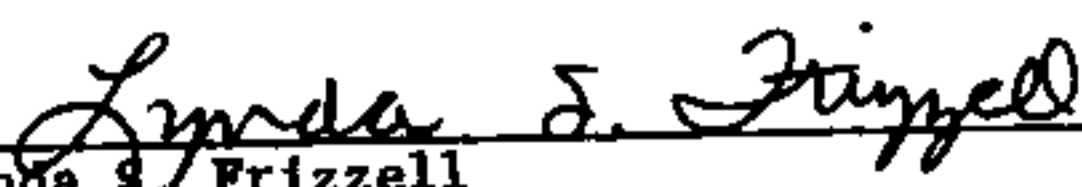

Lynda S. Frizzell

EXHIBIT "B"

PARCEL "C"

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 1, T 20 S, R 2 E, SHELBY COUNTY, ALABAMA THENCE PROCEED W ALONG THE S BOUNDARY OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 392.77 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE WEST ALONG THE S BOUNDARY OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 178.51 FEET TO A POINT; THENCE TURN AN ANGLE OF 92 DEG. 12' TO THE RIGHT AND PROCEED N FOR A DISTANCE OF 170.8 FEET TO A POINT ON THE SOUTH SIDE OF A COUNTY ROAD THENCE TURN AN ANGLE OF 77 DEG. 43" TO THE RIGHT AND PROCEED NORTHEASTERLY ALONG THE SOUTH SIDE OF SAID ROAD FOR A DISTANCE OF 181.06 FEET TO A POINT; THENCE TURN AN ANGLE OF 102 DEG. 00 TO THE RIGHT AND PROCEED SOUTH FOR A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 1, T 20 S, R 2 E SHELBY COUNTY ALABAMA AND CONTAINS 0.76 ACRES.

PARCEL "D"

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 1 T 20 S, R 2 E, SHELBY COUNTY, ALABAMA, THENCE PROCEED W 571.28' TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 612.28' TO THE E RIGHT OF WAY OF SHELBY COUNTY ROAD #85; THENCE, 91 DEG. 53' 50" TO THE RIGHT 59.13' ALONG SAID RIGHT OF WAY TO THE S RIGHT OF WAY OF KYMULGA FERRY ROAD; THENCE 78 DEG. 11' 10" TO THE RIGHT 627.10' ALONG SAID RIGHT OF WAY; THENCE 102 DEG. 17' TO THE RIGHT 170.81' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.62 ACRES MORE OR LESS

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

90 SEP 25 AM 9:51

William C. Lawrence, Jr.
JUDGE OF PROBATE

Robert H. Frizzell, Sr.
Robert H. Frizzell, Sr.

Lynda S. Frizzell
Lynda S. Frizzell

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|-------|--|-------|
| 1 | | 16.00 |
| 2 | | 16.00 |
| 3 | | 3.00 |
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| 5 | | 1.00 |
| 6 | | |
| Total | | 22.00 |