

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

Eastern Office
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FAX 833-1577

Reverse Office
(205) 988-5600
FAX 988-5905

This instrument was prepared by:

(Name) Courtney Mason & Associates, P.C.
(Address) PO Box 360187
Birmingham, AL 35236-0187

MORTGAGE

STATE OF ALABAMA
SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael Roy Wildman, Jr., a single individual

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

Calvin A. Wildman

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

of Fifty Thousand and no/100th

(\$ 50,000.00) evidenced by promissory note of even date.

Dollars

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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,

Michael Roy Wildman, Jr.

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:

Begin at the SW corner of NW 1/4 of SE 1/4 of Section 26, Township 20 S, Range 4 West, Thence run North along the West line of said NW 1/4 of SE 1/4 a distance of 381.60 feet to the SE right-of-way boundary of paved road, turn right an angle of 49 deg. 31 min. along said SE right-of-way boundary a distance of 210.0 feet for point for beginning; from said point of beginning turn left an angle of 01 deg. 24 min. 30 sec. and continue along said SE right-of-way boundary a distance of 200.0 ft. turn right an angle of 90 deg. 00 min. a distance of 233.32 feet; turn right an angle of 90 deg. 00 min. a distance of 400.32 feet, turn right an angle of 131 deg. 53 min. 30 sec. a distance of 300.0 feet to point of beginning; being in NW 1/4 Section 26, Township 20 S, Range 4 W, Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase of the herein described property.

This loan may not be assumed under any circumstances.

Mortgagor agrees to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 31st.

Mortgagor agrees to provide Mortgagee with a copy of a paid receipt of the Homeowners Insurance every year prior to August 12th.

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

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 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, for 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 Michael Roy Wildman, Jr.

have hereunto set his signature and seal, this 12th day of August, 19 91

Michael R. Wildman, Jr. SEAL
MICHAEL ROY WILDMAN, JR. SEAL
 _____ SEAL
 _____ SEAL

91 AUG 16 PM 1:52

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750
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 8400

THE STATE of ALABAMA }
SHELBY COUNTY }

I, THE UNDERSIGNED, a Notary Public in and for said County, in said state.

hereby certify that MICHAEL ROY WILDMAN, JR.

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 12TH day of AUGUST, 19 91

RICHARD D. MINK
 MY COMMISSION EXPIRES 11/13/93

Richard D. Mink Notary Public

THE STATE of _____ }
 _____ COUNTY }

I, _____, a Notary Public in and for said county, in said State.

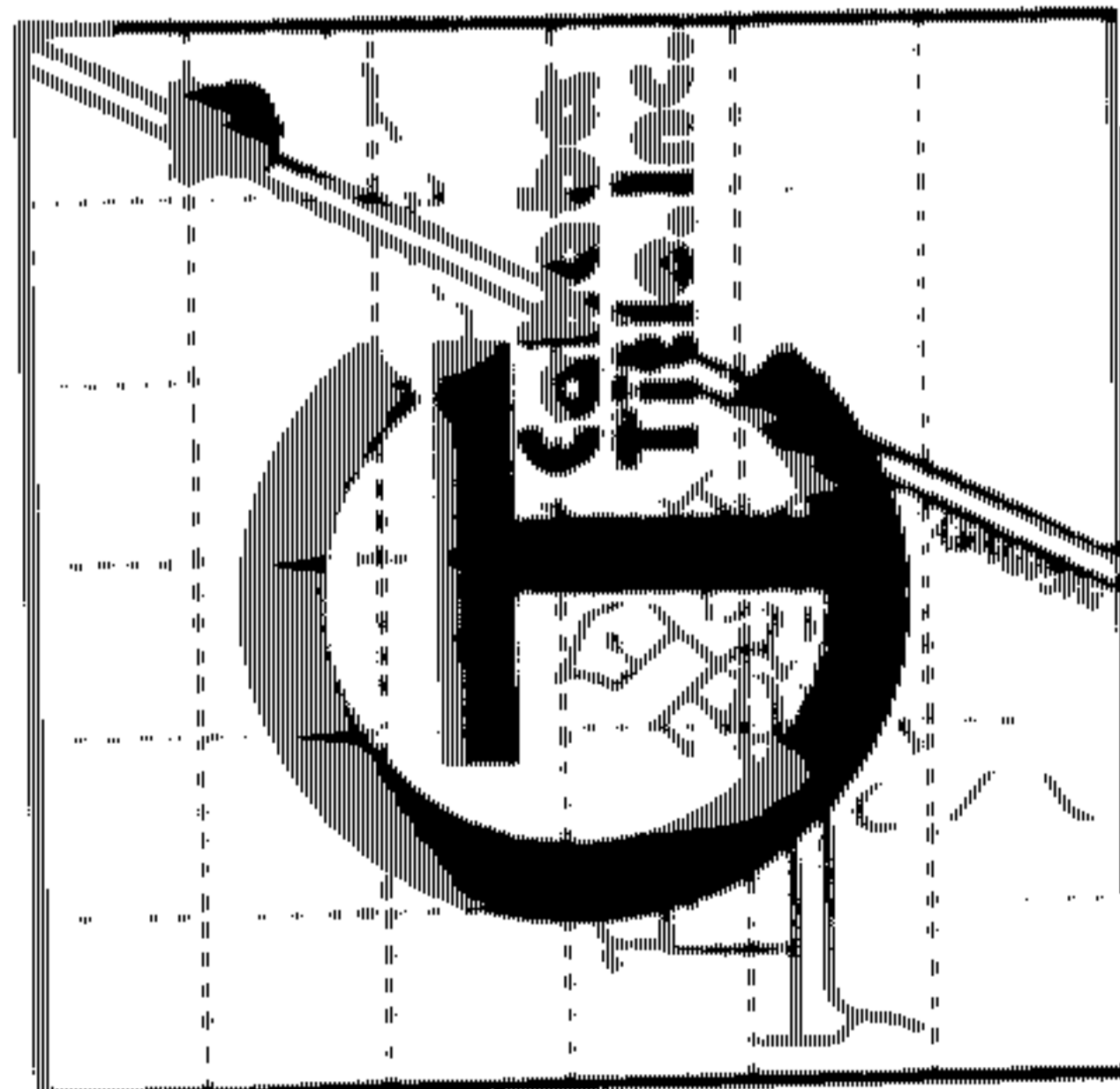
hereby certify that _____ of _____, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of 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
Cahoba Title, Inc.
 RIVERCHASE OFFICE
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 Birmingham, Alabama 35244
 Phone (205) 988-5600
 EASTERN OFFICE
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