

THIS INSTRUMENT PREPARED BY:

NAME: C. A. Powell, III
2100 First Avenue North, Suite 700
ADDRESS: Birmingham, Alabama 35203
MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Benita Turman justly indebted to J E F AND COMPANY, INC. in the sum of Sixty-Three Thousand Dollars (\$63,000.00) evidenced by a promissory note in the amount of Sixty-Three Thousand Dollars (\$63,000.00) due on demand and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Benita Turman do, or does, hereby grant, bargain, sell and convey unto the said J E F AND COMPANY, INC.

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 9, according to the survey of Brandywine, Second Sector, as recorded in Map Book 7, page 6 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

40' Building line as shown by recorded map.
20' Easement west and 7.5 foot easement south as shown by recorded map.
Right of way to Alabama Power Company recorded in Vol. 309 page 392 in the Probate Office of Shelby County, Alabama.
Easement to Plantation Pipe Line Company recorded in Vol. 179 page 277, Vol. 112 page 252 and Vol. 257 page 269 in said Probate Office of Shelby County, Alabama.
Restrictions recorded in Misc. Vol. 21 page 759 in said Probate Office of Shelby County, Alabama.
Right of way to Alabama Power Company and Southern Bell recorded in Vol. 309 page 394 in said Probate Office of Shelby County, Alabama.
Agreement (waives 40' setback line) as recorded in Vol. 36 page 527 in said Probate Office of Shelby County, Alabama.
Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever, and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in danger by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Benita Turman
10, 89, Mac Queen Cir.

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on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the day of Feb. 19 90

WITNESSES:

Benita Turman (Seal)
BENITA TURMAN
_____(Seal)
_____(Seal)
_____(Seal)

STATE OF Alabama
Jefferson County

General Acknowledgement

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that Benita Turman
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 has executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of February 19 90.

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, Jammy R. Carden a Notary Public in and for said County, in
said State, hereby certify that
whose name as President 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 the 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

Jammy R. Carden
Exp. 4/15/95
Notary Public

TO

MORTGAGE

This form furnished by
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

ALABAMA NOTE

\$ 63,000.00

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FOR VALUE RECEIVED. I, we, and each of us, jointly and severally, promise to pay to the order of
J E F AND COMPANY, INC. at its office in the City of Birmingham
or at such other place as the holder hereof may from time to time designate in writing, the sum of
Sixty-Three Thousand (\$63,000.00) Dollars
in lawful legal tender money of the United States, payable as follows: ON DEMAND

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

92 MAR -2 AM 10: 57

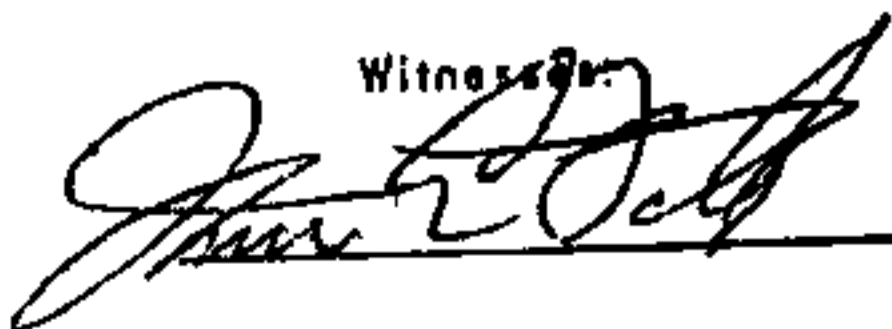
JUDGE OF PROBATE

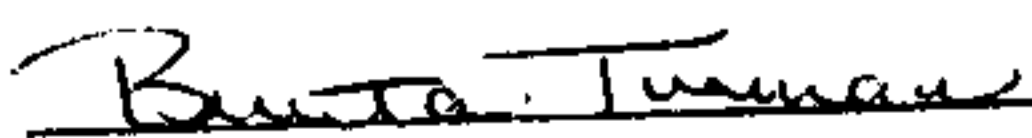
1. Deed Tax	\$	94.50
2. Mtg. Tax	\$	7.50
3. Recording Fee	\$	2.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	106.00

All overdue principal and interest after maturity shall bear interest at the rate of 8% per annum until paid. If default shall be made in the payment of interest or principal when the same shall become due, or in the performance of any of the covenants or agreements contained in that certain real estate mortgage given to secure the payment hereof, the entire unpaid principal of this note with interest thereon, shall become due at once at the option of the holder of this note and may be sued upon and collected in like manner as if the full time provided in this note had expired. The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof all rights of exemption under the Constitution and laws of Alabama, or any other state, as to personal property, and they each severally agree to pay all costs of collecting, or attempting to collect, this note, and they each severally agree in the event it should become necessary to employ counsel to collect this obligation, or to protect the lien of the security, to pay a reasonable attorney's fee for the services of such attorney, whether suit is brought or not. And each maker, endorser, surety and guarantor of this note severally agree to all of the provisions of this note and waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them.

It is agreed that the granting to the maker or makers of this note or any other person of any extension or extensions of time for payment of any sums due hereunder or the accompanying mortgage or for the performance of any covenant or condition thereof, or the taking or release of other or additional security shall in no way release or affect the liability of the undersigned, or any endorser, surety or guarantor.

Witness



 Seal
BENITA TURMAN

Seal