

THIS INSTRUMENT PREPARED BY:
JAMES R. MONCUS, JR.
ATTORNEY AT LAW
1318 ALFORD AVENUE SUITE 102
BIRMINGHAM AL 35226

MORTGAGE

STATE OF ALABAMA)

JEFFERSON COUNTY)

Inst # 1992-14958

KNOW ALL MEN BY THESE PRESENTS; That WHEREAS,

ROGER WILKINS AND WIFE, VICKI P. WILKINS

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

GRAHAM NEWTON WEBSTER AND RUBY T. WEBSTER

(hereinafter called "Mortgagee" whether one or more), in the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars, evidenced by promissory note(s) of even date herewith.

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 and all other 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:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 interests 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 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 Courthouse 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 the 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 Mortgagors have hereunto set their signatures and seals, this 10th day of July, 1992.

Roger Wilkins
ROGER WILKINS

Vicki P. Wilkins
VICKI P. WILKINS

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roger Wilkins and wife, Vicki P. Wilkins, whose names 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 such conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 1992.

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Begin at the NW corner of the SW 1/4 of the NE 1/4 of Section 32, Township 20 South, Range 4 West, and run in a Southerly direction along the West line thereof a distance of 122.96 feet; thence turn left an angle of 82 degrees 23 minutes 51 seconds in a southeasterly direction along the centerline of County Road for a distance of 861.29 feet; thence turn right an angle of 14 degrees 43 minutes in a southeasterly direction and along the centerline of said road a distance of 112.60 feet; thence turn left an angle of 9 degrees 15 minutes in a southeasterly direction and along the centerline of said road for a distance of 230 feet; thence turn left an angle of 103 degrees 18 minutes 09 seconds in a northerly direction a distance of 311.0 feet, more or less, to a point on the north boundary line of the SW 1/4 of NE 1/4; thence turn left an angle of 88 degrees 23 minutes in a westerly direction and along the north boundary line of said SW 1/4 of NE 1/4 distance of 1175.72 feet, more or less, to the point of beginning. Less and except that part lying in County Road. Situated in Shelby County, Alabama.

Inst # 1992-14958

07/24/1992-14958
10:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCD 41.50