

Inst # 1992-23739

This instrument was prepared by:

(Name) John E. Medaris(Address) P. O. Box 766Alabaster, Al 3500710/16/1992-23739
01:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 136.50**MORTGAGE****STATE OF ALABAMA**Shelby**COUNTY****KNOW ALL MEN BY THESE PRESENTS:** That Whereas,

Robert Fortenberry and wife Mary Frances Fortenberry

(hereinafter called "Mortgagors", whether one or more) are justly indebted to Frank O. McCollum and wife Ann T. McCollum

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

of Eighty five thousand dollars and no/100
(\$ 85,000.00), evidenced by promissory note

Dollars

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 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:

Parcel #1

A part of the SE 1/4 of the NW 1/4 and a part of the SW 1/4 of the NE 1/4 of Section 20, Township 21 South, Range 2 West, more particularly described as follows: Commencing at the Southwest corner of the SE 1/4 of NW 1/4 of Section 20, Township 21 South, Range 2 West, run thence North 2 deg. 24 min. West for a distance of 593.0 feet to the point of beginning of the tract herein described; thence North 87 deg. 41 min. East a distance of 955.5 feet; thence run North 79 deg. 10 min. East for a distance of 687.0 feet; run thence North 24 deg. 50 min. West for a distance of 361 feet; thence North 31 deg. 20 min. West for a distance of 366 feet to the Northeast corner of SE 1/4 of NW 1/4 of said Section 20; thence run South along East line of said SE 1/4 of NW 1/4 of said Section 20 for a distance of 328.4 feet; thence run South 81 deg. 20 min. West for a distance of 475.5 feet; run thence South 82 deg. 24 min. West for a distance of 849.2 feet to the West line of the SE 1/4 of NW 1/4 of said Section 20; thence run South along the West line of said forty acres a distance of 295.5 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel #2

A part of the West half of the NE 1/4 of Section 20, Township 21 South, Range 2 West, more particularly described as follows: Begin at the Northwest corner of the SW 1/4 of NE 1/4 of said Section 20, and run South 31 deg. 20 min. East 366 feet; thence North 71 deg. 40 min. East 423 feet, more or less, to the West right-of-way line of Highway #31; thence along said right-of-way North 28 deg. 20 min. West 31.9 feet; thence along said right-of-way North 38 deg. 20 min. West 180.5 feet; thence along said right-of-way North 50 deg. 30 min. West 12.6 feet; thence continue along said right-of-way North 50 deg. 30 min. West 366 feet; thence South 36 deg. 35 min. West 289.8 feet to point of beginning; being situated in Shelby County, Alabama.

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 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 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

Robert Fortenberry and Mary Frances Fortenberry

have hereunto set their signature S

and seal, this

8 day of

October

19 92

Robert Fortenberry (SEAL)
Robert Fortenberry
Mary Frances Fortenberry (SEAL)
Mary Frances Fortenberry (SEAL)
(SEAL)

THE STATE of

Alabama

Shelby

COUNTY }

I, Neal Lambert, a Notary Public in and for said County, in said state, hereby certify that Robert Fortenberry and Mary Frances Fortenberry whose names 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 executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 8 day of October, 1992.

Neal Lambert Notary Public

THE STATE of

COUNTY }

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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 _____ day of _____, 19 _____.

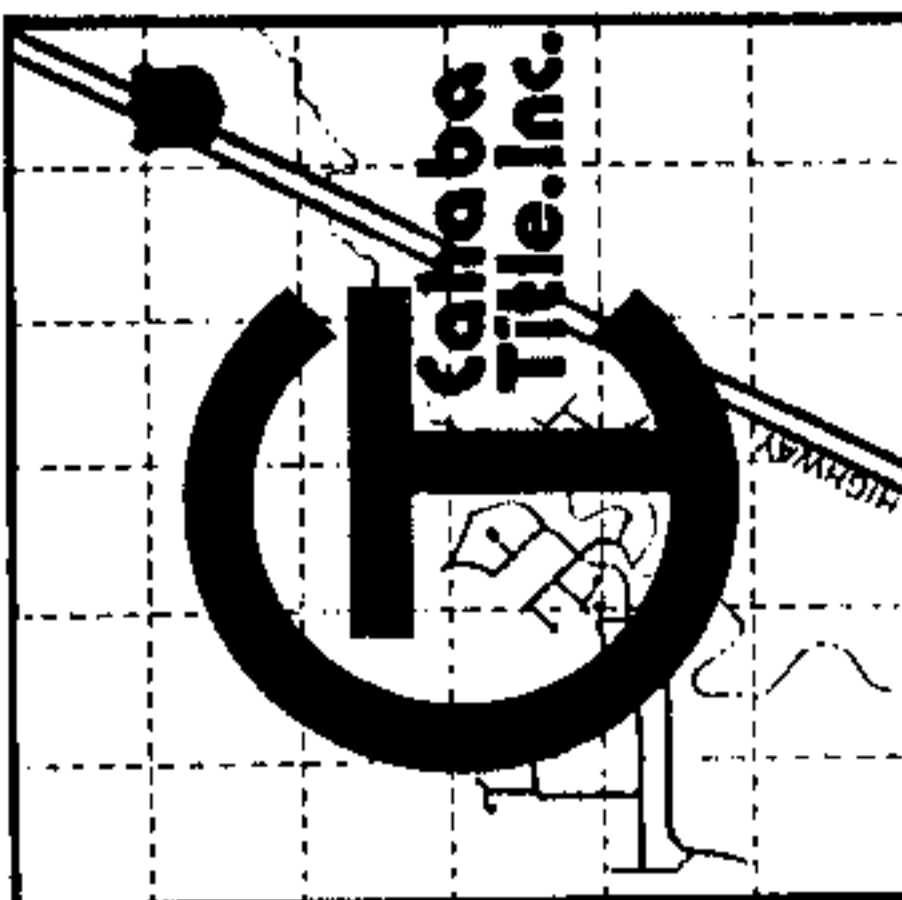
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by
Cahaba Title, Inc.
RIVERCHASE OFFICE
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
EASTERN OFFICE
213 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
(205) 833-1571