

This instrument was prepared by:
(Name) C. Stan Davis, Attorney
(Address) 22 Inverness Ctr. Pkwy., Ste. 250
Birmingham, Alabama 35242

MORTGAGE

STATE OF ALABAMA

Shelby COUNTY } **KNOW ALL MEN BY THESE PRESENTS:** That Whereas,
Mark E. Webber, a single person, and Brenda Rustin, a single person,

(hereinafter called "Mortgagors", whether one or more) are justly indebted to William J. Rustin and Joyce C. Rustin, Husband and Wife,

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-one Thousand and no/100 ----- Dollars (\$ _____), evidenced by mortgagors' note dated the same date as this mortgage, which provides for monthly payments with prepayment provisions, the full debt, if not paid earlier, due and payable October 9, 2004.

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, Mark E. Webber, a single person, and Brenda Rustin, a single person,

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:

Part of the W1/2 of NW 1/4 of Section 11, Township 24, Range 15 East, Shelby County, Alabama, more particularly described as follows: Beginning at the Southeast corner of said 80 acres run North along the East line of said 80 acres 2014.7 feet to the center line of a paved public road; thence run South 88 degrees West 1197.3 feet along the center line of said public road to an intersection with a dirt road; thence run South 23 degrees East 231 feet along the center line of said dirt road; thence run South 26 degrees 30' East 330 feet along the center line of said dirt road; thence due South 500 feet along the center line of said dirt road; thence run South 12 degrees West 245 feet along the center line of said dirt road; thence South 7 degrees East 278 feet along the center line of said dirt road; thence South 31 degrees West 258 feet along the center line of said dirt road; thence South 78 degrees 30' West 235 feet along the center line of said dirt road to the West line of said 80 acres; thence run South along the West line of said 80 acres 73 feet to the Southwest corner of said 80 acres; thence run East along the South line of said 80 acres 1377 feet to the point of beginning.

Inst # 1992-31788

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

12/31/1992-31788
12:57 PM, CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KJS 58.00

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, (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

have hereunto set *THEIR* signatures

and seal, this

19 day of October, 19 92

Mark E. Webber (SEAL)
 Mark E. Webber (SEAL)
Brenda Rustin (SEAL)
 Brenda Rustin (SEAL)

THE STATE of ALABAMA

Shelby COUNTY }

I, _____, a Notary Public in and for said County, in said state,

hereby certify that Mark E. Webber, a single person, and Brenda Rustin, a single person,

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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of October, 19 92.

Clark Stanley Davi Notary Public

THE STATE of

COUNTY }

NOT APPLICABLE

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 _____

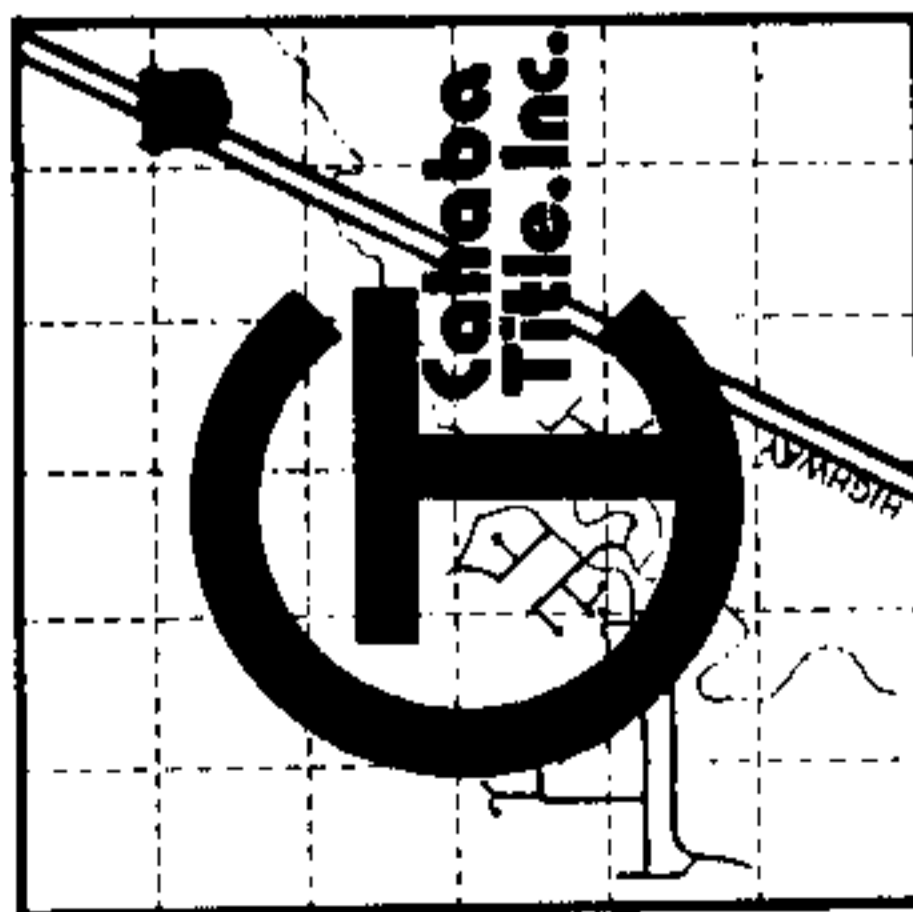
Notary Public

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

MORTGAGE NOTE

\$ 31,000

Alabama, Shelby County

The undersigned, for value received, promise to pay to the order of William J. Rustin
and Joyce C. Rustin, Husband and Wife

the sum of Thirty One Thousand and 00/100 (31,000.00) Dollars

together with interest upon the unpaid portion thereof from date, at the rate of 6.00 per cent per annum,

monthly installments of Three Hundred and Two Dollars and 51/100 (\$302.51) Dollars,

payable on the Ninth (9th) day of each month after date, commencing November 9, 1992

until said sum is paid in full, payable at 415 Valley View Drive
Fort Valley, Georgia 31030, Alabama

All payments shall be applied first to interest on the unpaid balance of principal, the balance to the principal. Each of said installments shall bear interest at 6.00 % per annum after maturity.

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This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned.

Borrowers have the right to make payments of Mark E. Webber (L.S.)
principal, without penalty, at any time
before they are due and may make full or Mark E. Webber (L.S.)
partial prepayments without incurring
prepayment charges. All such prepayments Brenda Rustin (L.S.)
will reduce the amount of principal owed Brenda Rustin (L.S.)
under this mortgage note.

William J. Rustin
William J. Rustin
Joyce C. Rustin
Joyce C. Rustin

Mark E. Webber
Mark E. Webber
Brenda Rustin
Brenda Rustin

12/31/1992-31788
12:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KJS 58.00

