

REAL ESTATE MORTGAGE DEED AND MORTGAGEE'S ASSIGNMENT

NAMES AND ADDRESSES OF ALL MORTGAGORS Phillip Wayne Carter and wife, Tammy McKinney Carter 139 Crenshaw Rd Columbiana Al		MORTGAGEE: Larry's Manufactured Homes ADDRESS: 3160 Hwy 31 South Pelham Al 35124	
TRANSACTION	DATE OF TRANSACTION	DATE FINAL PAYMENT DUE	AMOUNT FINANCED
	10/16/92	10-25-2012	\$ 30,418.12

THE WORDS "I," "ME" AND "MY" REFER TO ALL BORROWERS INDEBTED ON THE NOTE SECURED BY THIS MORTGAGE.
 THE WORDS "YOU" AND "YOUR" REFER TO MORTGAGEE OR ASSIGNS.

MORTGAGE OF REAL ESTATE

To secure payment according to the terms of a Security Agreement and Note dated October 16th, 1992 which I signed promising to pay you the above Amount Financed together with a Finance Charge and to secure all other and future indebtedness to you, each of the undersigned grants, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate and warrants to you the real estate described below, and all present and future improvements on the said real estate, including without limitation a certain

1993 Horton, 24X56 manufactured home serial # H63986G L&R attached, or to be attached,

thereto and made a part thereof, all of which is located in, Alabama, County of Shelby

See attached exhibit "A"

Inst # 1993-00072

PAYMENT OF OBLIGATIONS

If I pay all obligations secured by this mortgage according to their terms, then this mortgage will become null and void.

WARRANTY OF TITLE

I covenant that I am seized with the real property in fee and have good right to sell and convey same.

TAXES—LIENS—INSURANCE

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this mortgage, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the Annual Percentage Rate shown on the Security Agreement, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage.

DEFAULT

If I default in any way under this mortgage or any obligation which it secures, the full unpaid Amount Financed together with accrued and unpaid Finance Charge will become due, if you desire, without your advising me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the courthouse door in the county in which the real estate is located. First, however, you must give me 21 days notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the Security Agreement and Note in default exceeds \$300, will be credited to my unpaid balance. Further, any rents, income and profits from the premises upon default are hereby transferred, assigned, set over and otherwise conveyed to you and you may proceed to collect same. If any money is left over after you enforce this mortgage and deduct your attorney's fees, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder. Your failure to declare a default under this paragraph will not constitute a waiver of your right to do so in the event of any subsequent default.

WAIVER OF EXEMPTIONS

Each of the undersigned, joins in this mortgage to convey all right, title and interest in the real estate including all marital rights, homestead exemption and any other exemptions relating to the above real estate.

EXTENSIONS AND MODIFICATIONS

Each of undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

CONDITION OF REAL ESTATE

I will maintain the real estate in good condition and repair and will not commit or permit any waste of the real estate. I will also pay all assessments that may accrue.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 16th day of October, 1992

Phillip Wayne Carter (Seal)
Tammy McKinney Carter (Seal)
 _____ (Seal)

STATE OF ALABAMA

COUNTY OF SHELBY

I, Mitzi D. Brasher, a Notary Public in and for said County in said State, hereby certify

that Phillip Wayne Carter and Tammy McKinney Carter, whose name(s) (is—are) signed to the foregoing conveyance, and who (is—are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he—she—they) executed the same voluntarily on the day (the same bears date.

Given under my hand and official seal this 16th day of October, 1992
Mitzi D. Brasher Notary Public

My Commission Expires July 25th, 1995

This instrument was prepared by _____

PARCEL NO. 1 "A": (old survey)

A part of the SE 1/4 of the NE 1/4 of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, and more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama and run thence North 1 deg. 00' 20" East along the east line of said Section 22 a distance of 3,343.48 feet to point of beginning of the Parcel (1 "A") being described; thence continue along last described course a distance of 673.41 feet to a point on the North line of the SE 1/4 of NE 1/4 of said Section 22; thence run South 84 deg. 38' 12" West a distance of 23.94 feet to a point; thence run South 71 deg. 59' 12" West a distance of 32.04 feet to a point; thence run South 0 deg. 57' 01" West along an existing wire fence line accepted as a property line a distance of 656.87 to a point at an existing fence corner marked by a 1 steel bar; thence run South 85 deg. 16' 51" East a distance of 53.56 feet to the point of beginning, containing 0.82 of an acre.

PARCEL NO. 1: (old survey)

A part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4, Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, and more particularly described as follows:

Commence at the SW corner of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama and run thence North 1 deg. 00' 20" East along the West line of said Section 23 a distance of 3,343.48 feet to the point of beginning of the property, Parcel No. 1, being described; thence continue along last described course a distance of 673.41 feet to a point; thence run South 84 deg. 38' 12" West a distance of 23.94 feet to an existing steel rebar corner set by Paragon Engineers and accepted as a boundary corner by adjacent owners; thence run North 2 deg. 01' 18" East along the boundary line established by Paragon Engineers a distance of 472.06 feet to a point in the centerline of South Fork Creek; thence run North 85 deg. 53' 06" East along centerline of said Creek a distance of 186.89 feet to a point; thence run South 1 deg. 00' 20" West a distance of 1,162.78 feet to point on an existing fence line accepted as a property line; thence run South 88 deg. 32' 10" West along said fence a distance of 29.95 feet to a point; thence run continue along said fence North 87 deg. 51' 54" West a distance of 98.85 feet to a point; thence run North 85 deg. 18' 51" West a distance of 42.06 feet to the point of beginning, containing 4.74 acres.

Parcel -1A (new survey):

Commence at the NW corner of the NW 1/4 of NW 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama and run thence N 5 deg. 20' 27" E a distance of 28.41 feet to a pine knot corner at an existing fence corner and the point of beginning of the property being described; thence turn a deflection angle of 82 deg. 46' 23" right and run easterly along an existing fence line a distance of 317.00 feet to a point; thence turn 100 deg. 26' 27" right and run Southwesterly 398.46 feet to a point in the centerline of the South Fork of Yellowleaf Creek; thence turn 75 deg. 18' 31" right and run along centerline of said creek 186.89 feet to a point; thence turn 97 deg. 08' 12" right and run Northerly 898.01 feet to point of beginning, containing 5.13 acres.

According to surveys of Joseph E. Conn, Jr., Ala. Reg. No. 9049.

Inst # 1993-00072

01/04/1993-00072
11:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
302 MCD 54.75