

This instrument was prepared by

(Name) J. Dan Taylor

(Address) 3021 Lorna Road, Suite 100, Birmingham, Al. 35215

Form TICOR 6000 1-84

**MORTGAGE—TICOR TITLE INSURANCE**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

R. C. FARMER and ASSOCIATES, INC.

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

BOBBY HINDS, CARRIE SUE HINDS, and KIMBERLY HINDS BALZLI

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

of Fifty Thousand and 00/100  
(\$ 50,000.00 ), evidenced by

Promissory Note of Even Date

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,

R. C. FARMER and ASSOCIATES, INC.

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:

See Legal Description on Attached Exhibit "A"

Inst # 1993-04213

02/12/1993-04213  
12:58 PM CERTIFIED

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

JUDGE OF PROBATE  
SHELBY COUNTY  
003 NCD

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 sum 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 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 said 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 agrees 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 C. FARMER, Pres. R. C. FARMER and ASSOCIATES, INC.

have hereunto set is signature and seal, this 10th day of February 19 93  
*Robert C. Farmer* (SEAL)  
 ROBERT C. FARMER, Pres.  
 R. C. FARMER and ASSOCIATES, INC. (SEAL)  
 (SEAL)  
 (SEAL)

THE STATE of \_\_\_\_\_ COUNTY }  
 I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
 hereby certify that  
 whose name \_\_\_\_\_ signed to the foregoing conveyance, and who 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 Notary Public.

THE STATE of ALABAMA }  
 JEFFERSON COUNTY }  
 I, J. DAN TAYLOR, a Notary Public in and for said County, in said State,  
 hereby certify that ROBERT C. FARMER  
 whose name as President of R. C. FARMER and ASSOCIATES, INC.  
 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 the 10th day of February, 19 93  
 J. DAN TAYLOR, Notary Public.

TO  
 MORTGAGE DEED  
 This form furnished by:  
 TICOR TITLE INSURANCE  
 316 21st Street North, Birmingham, AL 35203  
 (205) 251-0484

EXHIBIT A

Commence at the Northeast corner of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence Easterly along the North line of said Section 24, a distance of 969.58 feet to a point; thence turn a deflection angle of 78 deg. 58 min. 31 sec. to the right and run Southerly a distance of 722.85 feet to a point; thence turn a deflection angle of 89 deg. 19 min. 08 sec. right and run Westerly into section 23, a distance of 1,211.77 feet to a point on the West right of way line of Highway 52 and the point of beginning of the property being described; thence turn a deflection angle of 19 deg. 45 min. 02 sec. to the right and run Westerly along an existing fence line a distance of 230.51 feet to a point at an existing fence corner; thence turn a deflection angle of 89 deg. 57 min. right and run Northerly along a fence line a distance of 100.0 feet to an existing fence corner; thence turn a deflection angle of 89 deg. 48 min. to the right and run Easterly along an existing fence line a distance of 63.81 feet to a point; thence turn a deflection angle of 93 deg. 20 min. 03 sec. left and run Northerly a distance of 0.07 feet to an existing steel pin corner; thence turn a deflection angle of 86 deg. 54 min. 57 sec. right and run Easterly a distance of 134.11 feet to a point on the Westerly right of way line of Highway No. 52; thence turn a deflection angle of 71 deg. 35 min. 32 sec. right to chord and run along the arc of a curve to the left (having a central angle of 18 deg. 38 min. 00 sec. and a radius of 325.0 feet) an arc distance of 105.69 feet to the point of beginning; being situated in Shelby County, Alabama.



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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 86.50