

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth H. Ferguson and wife, Mary A. Ferguson
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Doris A. Blankenship

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty-Two Thousand, Nine Hundred Fifty and no/100 ----- Dollars
(\$ 22,950.00-----) evidenced by a real estate mortgage note of even date.

Inst # 1993-36088

11/15/1993-36088
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DQE MCD 45.50

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,

Kenneth H. Ferguson and wife, Mary A. Ferguson

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:

Commence at the Northeast corner of the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East; thence run Southerly along the East boundary line of said SW 1/4 of NW 1/4, a distance of 20.00 feet to the point of beginning; thence continue Southerly along the said East boundary line of the SW 1/4 of NW 1/4 a distance of 487.55 feet to a point; thence turn an angle of 90 degrees to the right and run Westerly a distance of 175.78 feet to a point; thence turn an angle of 18 degrees 03 minutes 36 seconds to the left and run Southwesterly a distance of 953.08 feet to a point on the East edge of a chert road; thence turn an angle of 92 degrees 39 minutes 52 seconds to the right and run Northwesterly along said road a distance of 204.89 feet to a point; thence turn an angle of 87 degrees 20 minutes 08 seconds to the right and leaving said road, run Northeasterly a distance of 424.00 feet to a point; thence turn an angle of 90 degrees to the left and run Northwesterly a distance of 477.73 feet to a point on the South line of a 20-foot wide easement; thence turn an angle of 108 degrees 04 minutes 12 seconds to the right and run Easterly along the said South line of a 20-foot wide easement and parallel to the North boundary line of the SW 1/4 of NW 1/4 a distance of 881.29 feet to the point of beginning. Said tract of land is lying in the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East, Shelby County, Alabama.

Together with a non-exclusive easement 20-feet in width, more particularly described as follows:

Beginning at the Northeast corner of the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East; thence run Southerly along the East boundary line of said SW 1/4 of NW 1/4, a distance of 20 feet to a point; thence turn an angle of 90 degrees 00 minutes 36 seconds to the right and run Westerly and parallel to the North boundary line of said SW 1/4 of NW 1/4 a distance of 1321.36 feet to a point on the East edge of a chert road; thence turn an angle of 69 degrees 21 minutes 40 seconds to the right and run Northwesterly along said road a distance of 21.37 feet to the Northwest corner of said SW 1/4 of NW 1/4; thence turn an angle of 110 degrees 38 minutes 20 seconds to the right and run Easterly along the North boundary line of said SW 1/4 of NW 1/4 a distance of 1328.89 feet to the point of beginning. Said easement is lying in the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East, Shelby County, Alabama.

MTA

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 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 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

Kenneth H. Ferguson and wife, Mary A. Ferguson

have hereunto set our signature and seal, this

day of _____, 1993.

[Signature] (SEAL)
Kenneth H. Ferguson
[Signature] (SEAL)
Mary A. Ferguson

(SEAL)

THE STATE of VIRGINIA
Virginia Beach COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kenneth H. Ferguson and wife, Mary A. Ferguson

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 3rd day of November, 1993
Notary Public.

THE STATE of Virginia
Virginia Beach COUNTY

I, Lisa M. Gove, a Notary Public in and for said County, in said State, hereby certify that Kenneth H. Ferguson and Mary A. Ferguson

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 the 3 day of November, 1993
[Signature], Notary Public
01/31/97

Inst # 1993-36088

11/15/1993-36088
11:06 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NCD 45.50

MORTGAGE DEED

TO

Return to:

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama