

STATE OF ALABAMA
COUNTY OF Shelby

INDEMNIFICATION AND REAL ESTATE MORTGAGE

Contemporaneously with the execution of this Indemnification and Real Estate Mortgage, the undersigned **Angela Lynn Frausto, an unmarried person, and Rafaela B. Frausto, an unmarried person** ("Purchaser", whether one or more) has taken delivery of an assumption warranty deed to that certain real property being situated in **Shelby** County, Alabama, being more particularly described as follows:

Lot 1, Block 1, according to the Survey of Fernwood, Fourth Sector, as recorded in Map Book 7, Page 96, in the Probate Office of Shelby County, Alabama.

(the "Property"), and commonly known as being located at **1201 Bennett Circle, Alabaster, Alabama 35007** (Property Address) from **Patrick J. O'Brien and Valerie A. O'Brien** ("Seller", whether one or more), in which deed Purchaser has agreed to assume and to pay the obligations set out in that certain note dated July 17, 1987, in the principal amount of \$67,158.00 (the "Note"), and that certain mortgage from Mark S. Lucas and wife, Jane G. Lucas to **MortgageAmerica, Inc.** securing said note, said mortgage being recorded in/as **Real Vol. 143, Page 193** (the "Mortgage") and assigned to **National Mortgage Company**, said assignment being recorded in/as **Instrument No. 1992-25856** (the "Assignment") in the Probate Office of Shelby County, Alabama (the "Note", the "Mortgage" and the "Assignment" together being the "Loan Instruments").

This instrument is intended to (1) make explicit Purchaser's obligation with respect to the debt evidenced by the Mortgage, (2) provide indemnification for Seller against loss in the event that Purchaser fails to carry out the obligations undertaken with respect to the debt and Mortgage, and (3) to be a mortgage on the Property as security for the performance of Purchaser's obligations, including payment of the debt evidenced by the Note and the performance of his indemnity to Sellers.

NOW THEREFORE, in consideration of Seller's conveyance of the Property to Purchaser, and other good and valuable considerations, Purchaser does hereby covenant and agree with Seller as follows:

1. Purchaser agrees to pay the Note according to its tenor and to be bound by all of its terms and those of the Mortgage which secured it;
2. Purchaser hereby hold Seller harmless from any and all loss or damage, including attorney's fees, resulting from a breach or failure to keep the promises in Paragraph 1 above; and
3. To secure the performance of the obligations undertaken in Paragraphs 1 and 2, immediately preceding in an amount agreed to be **Sixty-Two Thousand Seven Hundred Seventy-Five and 00/100'S *** (\$62775.00)** Dollars, Purchaser (hereinafter "Purchaser/Mortgagor") hereby grants, bargains, sells and conveys the Property to Seller as Mortgagee.

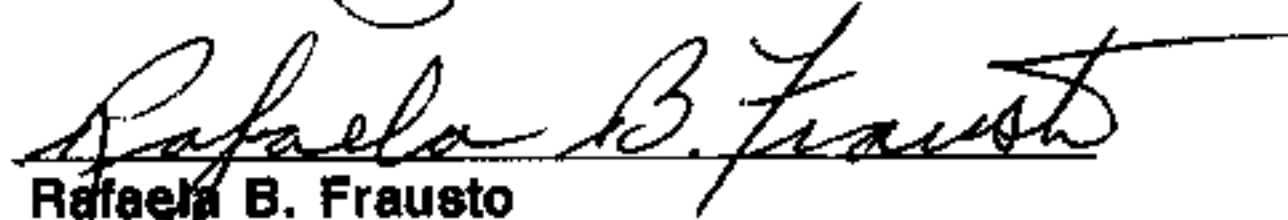
TO HAVE AND TO HOLD the Property unto the Mortgagee forever; upon the condition, however, that if the Purchaser/Mortgagor performs his/her/their obligations specified above in Paragraphs 1 and 2, or Seller/Mortgagee shall be released from the aforementioned Mortgage to **National Mortgage Company** then this conveyance shall become Null and Void.

But if Purchaser/Mortgagor should default in any material obligation assumed hereunder, this mortgage shall be subject to foreclosure as now provided by law in case of past-due mortgages, and the Seller/Mortgagee shall be authorized to take possession of the Property hereby conveyed, after giving twenty-one (21) days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in **Shelby** County, Alabama, to sell the Property, as Seller/Mortgagee may deem best in front of the Courthouse door in said County.

IN WITNESS WHEREOF, the undersigned has(have) executed this Indemnification and Real Estate Mortgage on this the **13th** day of **July, 1994**.

WITNESS:


Angela Lynn Frausto


Rafaela B. Frausto

Inst # 1994-22190

07/15/1994-22190
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 105.20

Inst # 1994-22190

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, W. Russell Beals, Jr., Attorney at Law, a Notary Public in and for said County, in said State, hereby certify that **Angela Lynn Frausto, an unmarried person, and Rafaela B. Frausto, an unmarried person**, 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 seal this **13th** day of **July, 1994**.


NOTARY PUBLIC
MY COMMISSION EXPIRES: **09/21/94**

Our File No.: **94134RB**

THIS INSTRUMENT PREPARED BY:
W. Russell Beals, Jr., Attorney
BEALS & ASSOCIATES, P.C.
#10 Inverness Center Parkway, Ste.110
Birmingham, Alabama 35242-4818

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