

STATE OF ALABAMA)
)
SHELBY COUNTY)

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, DOUGLAS K. WALL, AN UNMARRIED MAN, (hereinafter called "Mortgagor") is justly indebted to CLAUDE M. WALKER AND CHARLES M. WALKER, (hereinafter called "Mortgagees"), in the principal sum of TWENTY THOUSAND AND 00/100 (\$ 20,000.00) DOLLARS, evidenced by one real estate mortgage note bearing date of September 5, 1995, and payable according to the terms and conditions contained in said note.

And Whereas, Mortgagor 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 Mortgagor, DOUGLAS K. WALL, AN UNMARRIED MAN, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 104, according to the Survey of Greenfield, Section 3, Phase 2, as recorded in Map Book 17, Page 39, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: 1. Taxes due in the year 1995, a lien, but not yet payable. 2. Restrictions, covenants, rights of way and all other matters of public record. 3. Building set back lines and easements as shown by record Plat.

THIS IS A PURCHASE MONEY SECOND MORTGAGE GIVEN TO SECURE THE REMAINDER OF THE PURCHASE PRICE ON THE HEREINABOVE DESCRIBED REAL ESTATE, AND IS SECOND AND SUBORDINATE ONLY TO THAT CERTAIN MORTGAGE BEARING DATE OF Sept. 5, 1995, 1995 AND FOUND OF RECORD IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 1995-24932.

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

To Have And To Hold the above granted property unto said Mortgagees, Mortgagees' 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 on the premises, and should default be made in the payment of same, the said Mortgagees may at Mortgagees' 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 Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagees' interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if undersigned shall fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then the said Mortgagees, or assigns, may at Mortgagees' option insure said property for said sum, for Mortgagees' own benefit, the policy if collected to be credited on said indebtedness, less the cost of

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SHELBY COUNTY JUDGE OF PROBATE
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collecting same; all amounts so expended by said Mortgagees for taxes or assessments, shall become a debt to said Mortgagees 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 Mortgagees, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pay the indebtedness, and reimburses said Mortgagees or assigns for any amounts Mortgagees may have expended for taxes, insurance or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagees 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 Mortgagees or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance 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 Mortgagees, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after first 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 mass 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 encumbrances, 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 the sale; and Fourth, the balance, if any, to be turned over to the Mortgagor and the undersigned further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagees 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 DOUGLAS K. WALL, AN UNMARRIED MAN, has hereunto set his signature and seal, this 5th day of September, 1995.

 (SEAL)
Douglas K. Wall

STATE OF ALABAMA)
)
SHELBY COUNTY)

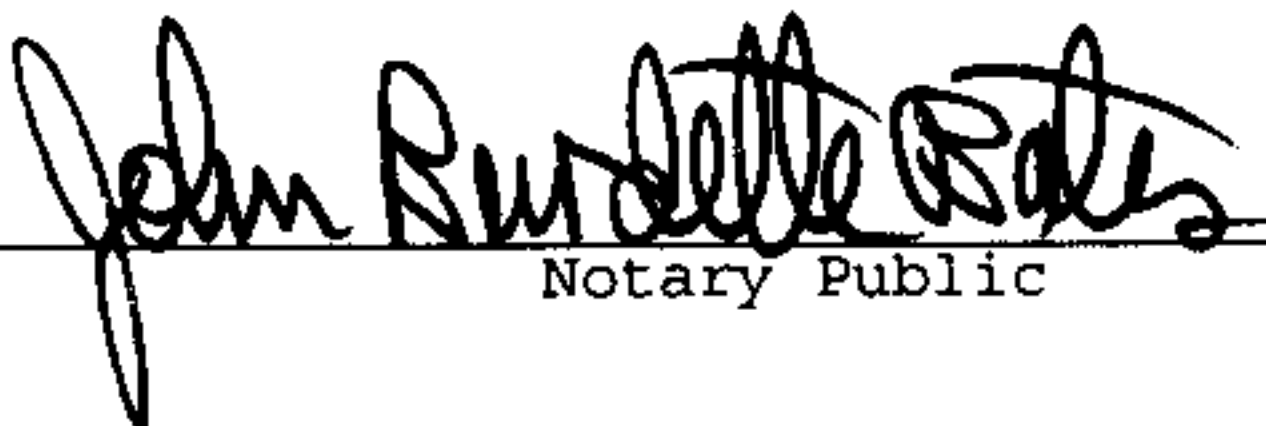
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas K. Wall, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of

the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of September, 1995.

MY COMMISSION EXPIRES:

07/29/98


Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

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