

This instrument was prepared by:

(Name) Joel C. Watson  
(Address) P.O. Box 987  
Alabaster, Alabama 35007

**MORTGAGE**

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William J. Steinert, a married man  
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

First Federal Bank, A Federal Savings Bank

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

of Twenty Thousand and no/100s ----- Dollars  
(\$20,000.00), evidenced by an 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,

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 Exhibit "A" for legal.

This is not the homestead of the Grantor.

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

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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 sums 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 the 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 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, for 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

have hereunto set his signature and seal, this 11th day of January, 1996

William J. Steinert  
William J. Steinert

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said state,

hereby certify that William J. Steinert

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 11th day of January, 1996

Joel C. Watson, Notary Public  
My commission expires: 10/6/96

THE STATE of  
COUNTY }

I, a Notary Public in and for said county, in said State,

hereby certify that

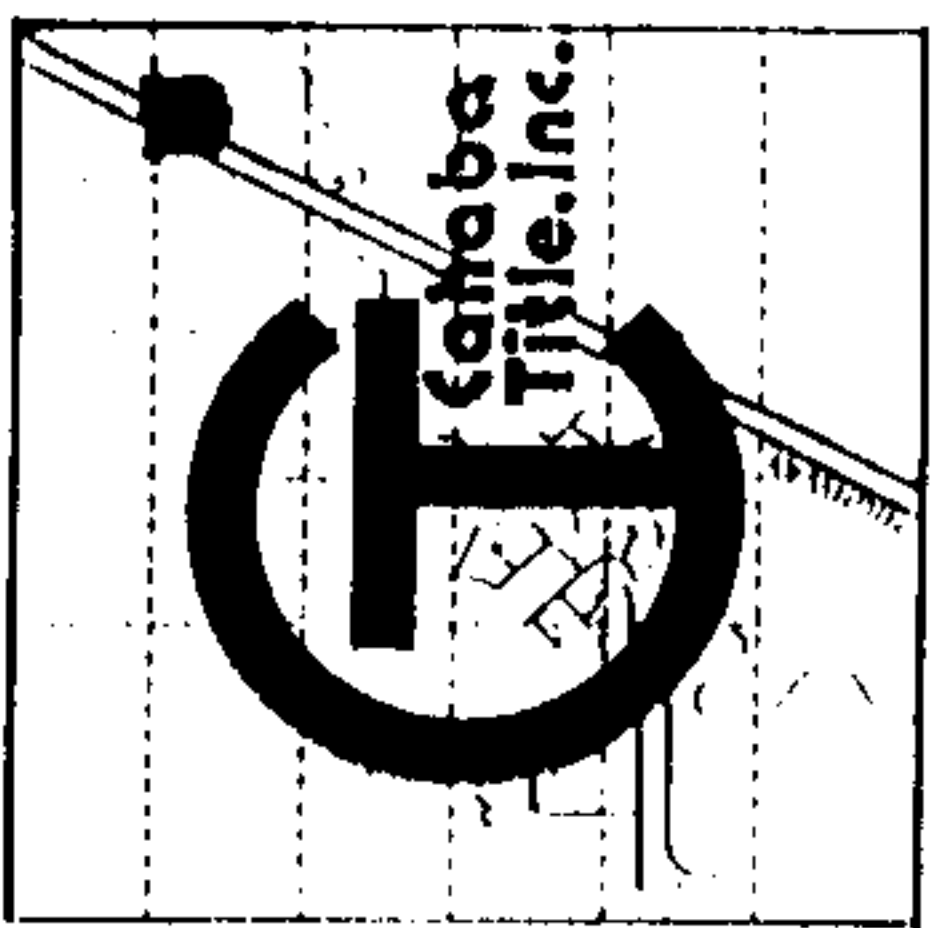
whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of 19

Notary Public

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by  
**Cahaba Title, Inc.**  
RIVERCHASE OFFICE  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988-5600  
EASTERN OFFICE  
213 Gadsden Highway, Suite 227  
Birmingham, Alabama 35235  
(205) 333-1571

EXHIBIT "A"

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 23, Township 21 South, Range 1 East; thence run East along the North line of said 1/4 1/4 Section a distance of 1578.14 feet; thence turn a deflection angle of 98 deg. 51 min. to the right and run a distance of 399.38 feet; thence turn a deflection angle of 23 deg. 16 min. to the left and run a distance of 271.00 feet; thence turn a deflection angle of 21 deg. 34 min. to the left and run a distance of 47.40 feet; thence turn a deflection angle of 90 deg. 00 min. to the left and run a distance of 30.00 feet to the point of beginning; thence turn a deflection angle of 01 deg. 03 min. 25 sec. to the right and run a distance of 216.70 feet; thence turn a deflection angle of 110 deg. 47 min. 26 sec. to the right and run a distance of 18.00 feet; thence turn a deflection angle of 42 deg. 59 min. 30 sec. to the right and run a distance of 34.88 feet; thence turn a deflection angle of 78 deg. 59 min. 10 sec. to the left and run a distance of 60.67 feet; thence turn a deflection angle of 11 deg. 33 min. 15 sec. to the right and run a distance of 85.47 feet; thence turn a deflection angle of 116 deg. 43 min. 40 sec. to the right and run a distance of 198.84 feet to the right of way of a compound curve; thence turn a deflection angle of 90 deg. 00 min. to the right to tangent of said right of way curve, and run along said curve (whose Delta angle is 66 deg. 58 min. 05 sec. to the left, radius is 50.00 feet, tangent is 33.07 feet, length of curve is 58.44 feet to the P. C. C.; thence run along said curve (whose Delta Angle is 42 deg. 50 min. 00 sec. to the left, radius is 24.49 feet, tangent is 9.60 feet, length of curve is 18.30 feet); thence continue in the same direction a distance of 27.01 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject property is also known as Lot 12, according to the Survey of Paradise Cove, as recorded in Map Book 15 page 77 in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

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