

This instrument was prepared by:

(Name) First Federal of the South

(Address) 3055 Lorna Road, #100  
Birmingham, AL 35216

MORTGAGE —

STATE OF ALABAMA  
COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
C. W. Fulgham and wife, Frankie D. Fulgham

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
First Federal of the South

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Eighty Thousand and NO/100\*\*\*\*\*Dollars  
(\$ 180,000.00 ), evidenced by one promissory note of even date herewith, bearing interest  
from date and at the rate therein provided and which said indebtedness is payable in  
the manner as provided in said note, and the said note forming a part of this instrument.

Inst # 1997-01202

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure  
the prompt payment thereof.

01/13/1997-01202  
09:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 283.50

NOW THEREFORE, in consideration of the premises, said Mortgagors,

C. W. Fulgham and wife, Frankie D. Fulgham

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the follow-  
ing described real estate, situated in Shelby County, State of Alabama, to-wit:

SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION.

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 or assigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the full 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 Mortgagee 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

have hereunto set signature S and seal, this 23rd day of December, 19 96  
C. W. Fulgham (SEAL)  
C. W. Fulgham (SEAL)  
Frankie D. Fulgham (SEAL)  
Frankie D. Fulgham (SEAL)

THE STATE of Alabama  
Jefferson COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that C. W. Fulgham and Frankie D. Fulgham

whose names they 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 23rd day of December, 19 96  
Notary Public.

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 the day of, 19  
Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

**EXHIBIT "A"**

Commence at the Northeast corner of the NW 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 3 West, Helena, Shelby County, Alabama and run thence South 00 degrees 00 minutes 56 seconds East along the East line of said quarter-quarter a distance of 750.91 feet to the point of beginning of the property being described; Thence continue along last described course a distance of 333.91 feet to a point; Thence run North 80 degrees 19 minutes 20 seconds West a distance of 370.95 feet to a point; Thence run North 61 degrees 02 minutes 22 seconds West a distance of 221.89 feet to a point on the East margin of Roy Drive in Helena, Alabama; Thence run North 02 degrees 44 minutes 19 seconds West along said margin of said Roy Drive a distance of 205.95 feet to a point; Thence run North 72 degrees 42 minutes 25 seconds East a distance of 25.88 feet to a point; Thence run South 81 degrees 23 minutes 17 seconds East a distance of 329.61 feet to a point; Thence run North 89 degrees 59 minutes 04 seconds East a distance of 218.96 feet to the point of beginning.

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