

This instrument was prepared by

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(Address) P.O. Box 822 Columbiana, Al. 35051

Form 1-1-22 Rev. 1-66

~~MORTGAGE~~ LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenya S. Walker, a single woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

David P. Downs

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

of Forty Five Thousand and no/100 ----- Dollars
(\$ 45,000.00), evidenced by Real Estate Note/Mortgage of 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,

Kenya S. Walker

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:

PARCEL I:

Lots 9 and 10 in Block 267 according to J. H. Dunstan's Map and Survey of the Town of Calera, Alabama; situated in Shelby County, Alabama.

LESS AND EXCEPT the West 72 feet of above said lots.

PARCEL II:

The West 72 feet of Lot 9 and Lot 10 of Block 267, according to J. H. Dunstan's Map and survey of the Town of Calera, Alabama; situated in Shelby County, Alabama.

Inst # 1998-08898

03/13/1998-03898
02:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
033 MCB 61.00

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

Inst # 1998-08898

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.

have hereunto set
signature and seal, this 4 day of January, 19 98

Kenya S. Walker (SEAL)
Kenya S. Walker (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama }
Shelby COUNTY }
I, the undersigned authority , a Notary Public in and for said County, in said State,
hereby certify that Kenya S. Walker
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 she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of January 10 1998

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 29th day of January, 19 98
_____ Linda S. McDaniel, Notary Public
MY COMMISSION EXPIRES AUGUST 29, 2000

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama

REAL ESTATE MORTGAGE NOTE

Calera

\$ 45,000.00

~~XXXXXXXX~~ Birmingham, Alabama, January 7, 1998

The undersigned, for value received, promise to pay to the order of

David P. Downs

the sum of Forty Five Thousand and no/100 ----- Dollars,

together with interest upon the unpaid portion thereof from date at the rate of ----- per cent per annum, in monthly

installments of 133 payments at \$373.49 per monthly and interest payments of ----- Dollars,
\$126.51 monthly with principal payment of \$15,022.26 due on demand

payable on the ----- day of each month after date, commencing

Calera

until said sum is paid in full, payable at

~~BIRMINGHAM~~

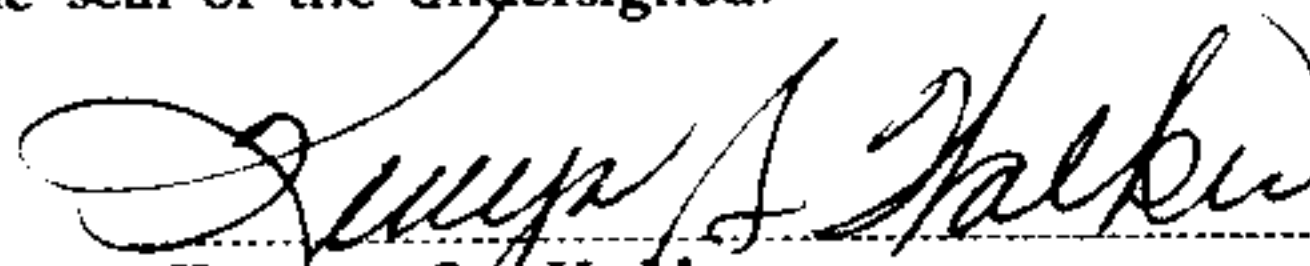
Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned.


Kenya S. Walker

(L. S.)

(L. S.)

Inst # 1998-08898

(L. S.)

03/13/1998-08898
02:36 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

(L. S.)

003 MCD 81.00