

AMOUNT FINANCED \$ 11,336.89

The State of Alabama, SHELBY County. Know All Men By These Presents, that whereas JAMES TURNER & WIFE & KATHY S TURNER Mortgagors,

are indebted on, their promissory note of even date, in the Amount Financed stated above, payable to the order of FRONTIER FINANCIAL SERVICES, INC., Mortgagee, whose address is 2410 Cogswell Ave, Pell City, AL 35123, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly installments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any installment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund of credit interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing refinancing of any unpaid balance of the Note above described, or renewal thereof, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A"

Inst # 1998-18705

05/21/1998-18705
11:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB 8/18/28.10

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every installment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any installment thereof when due, or if any covenant herein is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to not sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Whenever the context so required plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 14 day of May, 1998

(LS)

(LS)

James Turner (LS)
Kathy S Turner (LS)

STATE OF ALABAMA

ST. CLAIR

I, the undersigned authority, in and for said County, in said State, hereby certify that JAMES TURNER & WIFE
KATHY S TURNER, whose name is signed to the foregoing conveyance, and who 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/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 14 day of May, 1998

NOTARY PUBLIC

THIS INSTRUMENT
PREPARED BY SUSAN R HOOD

my commission expires
4/7/2001

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002 SNA 28.10

PARCEL I:

Commence at the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 19, Range 2 East; thence South a distance of 410.0 feet to the point of beginning; Thence North 89 deg. 19 min. 13 sec. East a distance of 1247.92 feet; Thence South 0 deg. 58 min. 18 sec. East a distance of 424.34 feet; Thence South 89 deg. 58 min. 35 sec. West a distance of 1255.21 feet; thence North a distance of 410.0 feet to the point of beginning. Less and except any part in public road.

PARCEL II:

Lot 11, Block 2, of Pine Hills Subdivision as shown by Plat of said subdivision, recorded in Map Book 4, Page 45, in the Probate Office of Shelby County, Alabama.

James Turner

Walter S. Turner