

THE STATE OF ALABAMA
Jefferson County

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the undersigned, Douglas K. Wall, an unmarried man indebted

to ROBERTSON BANKING COMPANY, Demopolis, Ala.

hereinafter, for convenience, called MORTGAGEE, in the principal sum of SIXTY EIGHTY THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS

as evidenced by one principal promissory note, bearing even date herewith, and payable as follows, to-wit:
\$ 68,850.00, together with interest from date, bearing interest according to the terms set out on the Promissory Note of even date herewith, and payable according to the terms set out thereon, or any renewal or extension thereof (as further set out below), except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 12th day of June, 2023.

NOW, in order to secure the prompt payment of said note when due, according to the terms shown thereon, the said undersigned Douglas K. Wall for and in consideration of the premises and the sum of Five Dollars to them this day in hand paid by said MORTGAGEE, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said MORTGAGEE the following described real estate, lying and being situated in Jefferson Shelby County, Alabama to-wit

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Inst # 1998-22993

06/22/1998-22993
09:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 116.85

AS SET OUT ABOVE, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out thereon, and has this day Mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof; according to the provisions of this Mortgage, final payment will be due on or before 6/12/2023 and any time prior to that date, the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned Promissory Note executed this date; this mortgage is this day executed and shall be recorded in the Probate Office of Jefferson County, Alabama AS NOTICE TO ALL that said property has been pledged as security to secure the payment of the above mentioned indebtedness and any renewal or extension thereof, as well as being pledged for the security of any Promissory Note executed as a replacement or substitution for all or part of the above mentioned indebtedness.

To have and to Hold said above described property, which is warranted to be free from all incumbrances and adverse claims and owned by undersigned, to said mortgagee, its successors and assigns. But this is a mortgage and is given and accepted on the following terms and conditions: 1. It is further agreed between the parties hereto that the undersigned shall pay for and keep all taxes and assessments against above property when due and shall keep all buildings now or hereafter erected on said property that are insurable, insured for their insurable value with any company payable to mortgagee, as its interest may appear, and failing to do so, said mortgagee may, at its option, pay said fee, taxes and assessments and have said buildings insured, and all sums so expended shall be secured by this mortgage, draw interest from date of payment, and be payable immediately. 2. That the undersigned or either or any of them, should be now or hereafter become indebted to said mortgagee for money loaned, advances made, merchandise sold, or by account, overdraft, note or otherwise, before the indebtedness above mentioned is paid in full, then this mortgage shall secure the same, in all respects, as if included in said indebtedness. 3. That in so far as this mortgage secures any indebtedness as to which said mortgagee now has or holds or hereafter takes, obtains, acquires or holds any other, further or additional security, it shall be deemed, taken and construed as additional security to and not in payment, release or discharge thereof, and this mortgage shall also secure any renewal or extension of the indebtedness or any unpaid portion thereof hereby secured, notwithstanding the same may from time to time, be extended, renewed or evidenced by other notes given and accepted by mortgagee, whether such renewal be secured by additional mortgage or security or not, so long as said notes evidence the same. 4. That if said notes, or either or any of them, or any other debt or demand secured by this mortgage, be not paid in full when due, said mortgagee, its successors or assigns, may take immediate possession of said property, or any part thereof, and, with or without having same in their possession, sell and convey the same, at public or private sale, at their option, selling same as a whole, separately, or in lots, tracts or parcels, as they see fit or deem best, and apply proceeds of sale first in payment of costs and expenses incurred, including a reasonable attorney's fee, second, to payment of the indebtedness secured thereby, all of which shall thereupon become due and payable, but in the event it is insufficient to pay all said debts, said mortgagee, its successors and assigns, shall have the right to apply such proceeds to such part or portion thereof as they see fit, and, third, the surplus, if any, shall be paid over to undersigned, and said mortgagee, its successors and assigns are authorized, in the event of public sale of said property to purchase same as if strangers to the mortgage, and auctioneer or person making sale is authorized to execute to such purchaser proper conveyances thereto, such public sale to be made in front of Court House door of Jefferson County, Alabama, during legal hours of sale, at public outcry, to highest bidder, for cash, after notice of time, place, and terms of sale shall have been given once a week for three successive weeks, prior to date of sale in some newspaper then published in said County, and should mortgagee deem it necessary or advisable to foreclose this mortgage through equity or other legal proceedings, then proceeds of sale may be applied to costs and expenses incurred thereto, including a reasonable attorney's fee; and, 5. If the undersigned pay all debts secured by this mortgage when due the same shall be null and void, otherwise it shall remain in full force and effect.

WITNESS the hand and seal of the undersigned on this 12th day of June, A. D. 1998

WITNESS:

[Signature]

Douglas K. Wall

Frank K. Bynum

THE STATE OF ALABAMA }
Jefferson County.

Notary Public

In and for said

County and 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 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, this 12th day of

June

19 98

My Commission Expires: 11/20/2000

STATE OF ALABAMA

COUNTY OF

In and for said County and State, do hereby certify that

whose names as

and respectively of

a corporation, are 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the day of 19

MORTGAGE

GIVEN BY

TO

Date 19

Amount, \$

Due 19

THE STATE OF ALABAMA, } Office of the
County. } Probate Court

I hereby certify that the within conveyance was filed

in this office for record on day

of A. D., 19

and recorded in Book of Mortgages

Page and examined.

Probate Judge County

Recording

Certificate

Acknowledgment

Total \$

Received payment

Judge of Probate

This legal description is hereby made a part of that certain mortgage from Douglas K. Wall to Robertson Banking Company dated June 12, 1998.

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 1102, Building 11, in The Gables, Phase IV-Part 1, a Condominium a condominium located in Shelby County, Alabama as established by Declaration of condominium and By-Laws thereto as recorded in Real Volume 10 Page 177 and amended in Real Volume 27 Page 733, Real Volume 50 Page 327, Real Volume 50 Page 340 and re-recorded in Real 50, Page 942, Real 165, Page 578 and amended in Real 59 Page 19 and further amended by Corporate Volume 30 Page 407, and in Real 96 Page 855 and Real 97 Page 937 and By-Laws as shown in Real Volume 27 Page 733 and then amended in Real Volume 50 Page 325, further amended by Real 189 Page 222, Real 222 page 691, Real 238 Page 241, Real 269 Page 270 further amended by eleventh amendment to declaration of condominium as recorded in Real 284 Page 181 together with an undivided interest in the common elements, as set forth in the aforesaid mentioned Declaration, said Unit being more particularly described in the floor plans and architectural drawings of The Gables Condominium as recorded in Map Book 9 Page 41 through 44 amended in Map Book 9 Page 135, Map Book 10 Page 49 and further amended by Map Book 12 Page 50 in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

 D.K. Wall

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