

This instrument was prepared by:

NAME A. Vincent Brown, Jr.
ADDRESS 510 North 18th Street, Bessemer, AL 35020

Source of title Fidelity National Title Insurance Company of Tennessee

100M

— PAGE

Subdivision	Lot	Plot No.	Page
99	9		

MONTAGUT

**STATE OF ALABAMA
COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald R. Foster and wife, Kim M. Foster

FIRST FAMILY FINANCIAL SERVICES, INC.

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

FORTY FOUR THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND NINETY SEVEN/100

of FORTY FOUR THOUSAND FORTY DOLLARS, together with finance charges as provided in said Note And Security Agreement, \$44,466.97, executed on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And I, the undersigned, do hereby agree to pay to the holder of this note, or his assigns, the sum of \$44,466.97, plus interest at the rate of six percent per annum, on the principal amount of \$44,466.97, from the date of this note, until the date of payment, and to pay all costs of collection, including attorney's fees, if necessary to collect the same.

Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the same;
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 **St. Louis**, County, State of Alabama, to wit:

Commence at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 35, Township 20, Range 1 West, Shelby County, Alabama. Run Southerly along the West line of said quarter-quarter section a distance of 540 feet to the point of beginning; thence run in an Easterly direction parallel to the North line of said quarter-quarter section a distance of 168 feet to a point. Thence run in a Southerly direction parallel with the West line of said quarter-quarter section to a point in the centerline of Mose Davis Branch; thence run in a Westerly-Southerly direction along centerline of Mose Davis Branch, to the West line of said quarter-quarter section, thence run in a Northerly direction along said West line to the point of beginning.

Also, a 20 foot easement for ingress and egress over the existing driveway leading from the above-described property to the unnamed county road, the same being 10 feet on either side of the centerline of said existing driveway.

This mortgage and then shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the extent even in excess thereof of the principal amount

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Lender, the Lender may, at its option, call all or any part of such Indebtedness immediately due and payable.

10.10 Mortgagor shall be authorized to decline at its option all or any part of such insurance.

shall entitle the within Mortgagor to all of the rights and remedies

provided herein, including at Mortgages.

The mortgage may be paid in full at any time on or before due date
1/30/16 1/30/1998 3482

Sold property to Mr.

09/04/1998 826
03-23 PM CERTIFIED
SAFETY COURT'S JUDGE OF PROBATE
REC'D 600 77-10

TO HAVE AND TO HOLD the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum for Mortgagor's own benefit, the policy so collected, to be credited on said Indebtedness, less cost of collecting same; all amount so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the same interest rate as the Indebtedness secured hereby from date of payment by said Mortgagor, or assigns, and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagor 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 Mortgagor 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 shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagor, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, but with or without first taking possession, after giving thirty 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 Mortgagor, 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 such attorney's fees as are allowed by law; 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 Mortgagor, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals this 25th day of

August 1998.

"CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

Ronald R. Foster

(SEAL)

RONALD R. FOSTER

(SEAL)

Kim M. Foster

KIM M. FOSTER

THE STATE OF ALABAMA

COUNTY

a Notary Public in and for said County, in said State.

I, the undersigned

hereby certify that **RONALD R. Foster and wife, Kim M. Foster**

whose names 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 executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 25th day of August 1998.

Notary Public

*H. L. Foster
11-28-98*

MORTGAGE

15N2T 8 E
92843-8667
B1334541136200
C/60

THE STATE OF ALABAMA

OFFICE OF JUDGE OF PROBATE

Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the _____ day of _____, 19____.

o'clock M. and A.M.

day of _____, 19____.

Page _____ of _____

recorded in Mortgage Book No. _____

Given under my hand this _____ day of _____, 19____.

Judge of Probate

AMOUNT OF FEES

For Recording

For Taxes

TOTAL

Judge of Probate