

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
 BOOK _____ PAGE _____

Subdivision	Lot	Plat Bk.	Page

MORTGAGE
STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald R. Foster and wife, Kim M. Foster

(hereinafter called "Mortgagors", whether one or more) are justly indebted to FIRST FAMILY FINANCIAL SERVICES, INC.
 (hereinafter called "Mortgagee", whether one or more) in the sum
 of FORTY FOUR THOUSAND FOUR HUNDREDD SIXTY SIX DOLLARS AND NINETY SEVEN/100 Dollars

(\$ 44,466.97) Dollars, together with finance charges as provided in said Note And Security Agreement
 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
 Whereas, Mortgagors agree, 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, 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:

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-South-
 westerly 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
 hereof.

If the Mortgagors shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Mortgagee, the
 Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol _____, of Page _____

In the Office of the Judge of Probate of _____ County, Alabama, but this mortgage is subordinate to said prior mortgage only to the extent
 of the current balance now due on the debt secured by said prior mortgage. The within mortgage will not be subordinated to any advances secured by the above described
 prior mortgage. If said advances are made after today's date, Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the
 event the within Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and condi-
 tions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee
 herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee
 herein may, at its option, make, on behalf of Mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on
 behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the
 within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by
 this mortgage, and shall bear interest from date of payment by the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and
 shall entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this mortgage

The mortgage may be paid in full at any time on or before due date

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

NE 39 Nov 11 05

1998-34826
 09/04/1998
 03:23 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 HSD 77.15

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

August 19 98

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

RONALD R. FOSTER (SEAL)

KIM M. FOSTER

THE STATE OF ALABAMA
SHELBY COUNTY

I, _____, the undersigned _____, a Notary Public in and for said County, in said State.

herby 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, 1988

Notary Public

MORTGAGE

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THE STATE OF ALABAMA

County

OFFICE OF JUDGE OF PROBATE

...proceed in and for said County and State, do hereby certify that the foregoing

day of _____ o'clock _____ M., and duty _____

...and in **Worcester** **Print No.** **Page**

Given under my hand this _____ day of _____

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Judicial Probation

SEE 30 LITERATURE

For Recording

SECRET

THE

Customized Products