Prepared by
Victor L. Miller, Jr.
attorney at Law

20090213000052640 1/3 $148.25
Shelby Cnty Judge of Probate, AL
02/13/2009 03:47:04PM FILED/CERT

Mortgage Deed

This Mortgage is given by Bobby Brown Moore and Fran Walker Moore, hereinafter after called Borrowers, of Shelby County, Alabama to Frances J. Walker hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of Eighty seven thousand five hundred Dollars ($87,500.00) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:115 Perkins Pointe, Columbiana, Alabama 35051.

Attach Property Description

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.

2. Borrower will provide proof of payment of taxes and insurance to the mortgagor.

3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 6th day of February, 2009.

Bobby Brown Moore — Bobby Brown Moore

Fran Walker Moore — Fran Walker Moore

State of Alabama
County of Shelby

On February 6, 2009, before me, Bobby Brown Moore and Fran Walker Moore, personally appeared they, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Jennifer L. Mitchell

Affiant ✓ Known ______ Unknown
ID Produced DL.
(Seal)

LEGAL DECRIPTION

LOT 26A, according to the Survey of Final Plat, A resurvey of Lots 26 and 27 of Perkins Landing, Sector 2 and Lot 28 of Resurvey of Lots 14 and 15, 28 and 29 and Common area "E" of Perkins Landing, Sector 2, as recorded in Map Book 32, Page 32, in the Probate Office of SHELBY County, ALABAMA.