

NAME: James F. Burford, III
Suite 2900
ADDRESS: 300 Vestavia Office Park
Birmingham, AL 35216
MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama
SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned DAVID B. HOLDER and JAMES R. POTTS justly indebted to LELLARD OGILVIE ROBINSON, JR. and LORENA CASTLEBERRY ROBINSON in the sum of Eight Thousand Four Hundred Fifty Six and 00/100 Dollars evidenced by promissory note bearing even date herewith.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, DAVID B. HOLDER and JAMES R. POTTS

do, or does, hereby grant, bargain, sell and convey unto the said LELLARD OGILVIE ROBINSON, JR. and LORENA CASTLEBERRY ROBINSON (hereinafter called Mortgagee) the following described real property situated in

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Shelby County, Alabama, to-wit:
Lot 31, according to Lacoosa Estates, as shown on plat recorded in Map Book 5, Page 35 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
SUBJECT TO: (1) Taxes for the year 1984 and thereafter. (2) Restrictions, covenants, and conditions as set out in instrument recorded in Deed Book 254, Page 16 in Probate Office. (3) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 126, Page 107, Deed Book 167, Page 107, and Deed Book 277, Page 156 in Probate Office. (4) Easement to Alabama Power Company as shown by instrument recorded in Deed Book 248, Page 117 in Probate Office. (5) Right-of-Way granted to Shelby County by instrument recorded in Deed Book 227, Page 154 in Probate Office. (6) Rights of Alabama Power Company acquired in condemnation procedure in 1912 as shown by Final Record 7, Page 1 in Probate Office. (7) Agreement entered into between L. D. Hand and wife and Alabama Power Company shown in Deed Book 48, Page 565 and in instruments recorded in Deed Book 48, Page 337 and in Deed Book 57, Page 102 in the Probate Office and in Deed Book 48, Page 565 in Probate Office. (8) Agreement with Alabama Power Company recorded in Deed Book 242, Pages 378, 379, and 380 in Probate Office. (9) Reservation for canal construction together with other rights and restrictions as shown in Deed Book 329, Page 453 in Probate Office. (10) Mortgage from Lellard Ogilvie Robinson, Jr. and wife, Lorena Castleberry Robinson to W. A. Henke dated October 24, 1980 and recorded in Mortgage Book 407, Page 124.

This is a purchase money 2nd mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 8th day of August

1984.

WITNESSES:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG 13 AM 11:34

Thomas G. Shouder, Jr.
JUDGE OF PROBATE

*Noty. fee - 1275
Re 500
Inv. 100
18.75-*

David B. Holder
DAVID B. HOLDER

(Seal)

James R. Potts
JAMES R. POTTS

(Seal)

(Seal)

(Seal)

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STATE OF ALABAMA
JEFFERSON

County

General Acknowledgement

I, the undersigned, James F. Burford, III

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

hereby certify that David B. Holder and James R. Potts

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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of August

1984.

James F. Burford, III

Notary Public

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____
said State, hereby certify that
whose name as _____
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this
day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed
the same voluntarily for and as the act of said corporation.

a Notary Public in and for said County, in

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

Notary Public

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
515 North 21st Street
Birmingham, Alabama

urn to