

This instrument was prepared by

(Name) DONALD REAL ESTATE

(Address) 4508 Gary Avenue, Fairfield, Alabama 35064

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

F & W INVESTMENTS, INC.

WALTER R. FOURNIER, an individual

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

ROBERT L. ROBINSON

(hereinafter called "Mortgagee", whether one or more), in the sum

Dollars

of Forty-three thousand, four hundred and twenty-five.....
(\$ 43,425.00), evidenced by

ONE PROMISSORY NOTE OF EVEN DATE.

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And Whereas, Mortgagors agreed, 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,

F & W INVESTMENTS, INC.

WALTER R. FOURNIER, an individual

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:

A TRACT OF LAND DESCRIBED BY EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, AND ALL MATTERS OF PUBLIC RECORD.

✓ ROBERT L. ROBINSON

To Have And To Held the above granted property unto the said Mortgagee, Mortgagee'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 Mortgagee may at Mortgagee'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 Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 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 Mortgagee 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 be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, 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 a reasonable attorney's fee; 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 Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this

day of . 19

X *Walter R. Fournier* (SEAL)
Walter R. Fournier (SEAL)
(SEAL)
(SEAL)

THE STATE of

COUNTY }

I,

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

hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of , 19
Notary Public.

THE STATE of

COUNTY }

I,

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

hereby certify that

whose name as of
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 such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.
Given under my hand and official seal, this the day of , 19

Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

STATE OF ALABAMA
SHELBY COUNTY

A tract of land situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama, and run in a Southerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1125.53 feet to a point on the Northerly right-of-way line of U.S. Highway 280; thence turn an interior angle of $98^{\circ}56'20''$ and run to the right in a Westerly direction along the Northerly right-of-way line of U.S. Highway 280 a distance of 391.61 feet to the PC of a curve; thence continue in a Westerly direction along the Northerly right-of-way line of U.S. Highway 280 and along the arc of a curve to the right having a central angle of $2^{\circ}45'00''$ and a radius of 5898.79 feet a distance of 283.00 feet to a point; thence turn an interior angle of $160^{\circ}19'40''$ (angle measured from tangent) and run to the right in a Northerly direction along the center line of Clear Prong of Yellow Leaf Creek a distance of 64.99 feet to a point; thence turn an interior angle of $168^{\circ}48'10''$ and run to the right in a Northwesterly direction along the center line of said Clear Prong a distance of 50.00 feet to a point; thence turn an interior angle of $161^{\circ}00'00''$ and run to the right in a Northwesterly direction along the center line of said Clear Prong a distance of 75.00 feet to a point; thence turn an interior angle of $162^{\circ}40'00''$ and run to the right in a Northwesterly direction along the center line of said Clear Prong a distance of 60.00 feet to a point; thence turn an interior angle of $154^{\circ}38'00''$ and run to the right in a Northerly direction along the center line of said Clear Prong a distance of 110.00 feet to a point; thence turn an interior angle of $165^{\circ}49'10''$ and run to the right in a Northerly direction along the center line of said Clear Prong a distance of 169.97 feet to a point; thence turn an interior angle of $168^{\circ}03'40''$ and run to the right in a Northeasterly direction along the center line of said Clear Prong a distance of 84.02 feet to a point; thence turn an interior angle of $177^{\circ}21'30''$ and run to the right in a Northeasterly direction along the center line of said Clear Prong a distance of 60.00 feet to a point; thence turn an interior angle of $190^{\circ}27'40''$ and run to the left in a Northerly direction along the center line of said Clear Prong a distance

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of 103.00 feet to a point; thence turn an interior angle of $183^{\circ}18'10''$ and run to the left in a Northerly direction along the center line of said Clear Prong a distance of 80.00 feet to a point; thence turn an interior angle of $167^{\circ}18'40''$ and run to the right in a Northerly direction along the center line of said Clear Prong a distance of 55.00 feet to a point; thence turn an interior angle of $127^{\circ}29'20''$ and run to the right in a Northeasterly direction along the center line of said Clear Prong a distance of 65.00 feet to a point; thence turn an interior angle of $190^{\circ}30'00''$ and run to the left in a Northeasterly direction along the center line of said Clear Prong a distance of 40.00 feet to a point; thence turn an interior angle of $212^{\circ}34'30''$ and run to the left in a Northeasterly direction along the center line of said Clear Prong a distance of 97.13 feet to a point; thence turn an interior angle of $197^{\circ}12'40''$ and run to the left in a Northerly direction along the center line of said Clear Prong a distance of 64.88 feet to a point; thence turn an interior angle of $210^{\circ}26'10''$ and run to the left in a Northerly direction along the center line of said Clear Prong a distance of 108.00 feet to a point; thence turn an interior angle of $131^{\circ}08'00''$ and run to the right in a Northeasterly direction along the center line of said Clear Prong a distance of 125.00 feet to a point; thence turn an interior angle of $199^{\circ}10'00''$ and run to the left in a Northerly direction along the center line of said Clear Prong a distance of 65.50 to a point on the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24; thence turn an interior angle of $105^{\circ}41'00''$ and run to the right in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 479.21 feet to the point of beginning; containing 19.37 acres more or less.

RECORDING FEES

Mortgage Tax	\$ <u>65.25</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>76.25</u>

STATE OF ALA. COM. BY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 JUL 16 PM 1:51

Thomas B. Jones, Jr.
JUDGE OF THE COURT

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