

This instrument was prepared by

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(Address) 2015 2d Avenue North, Birmingham, AL 35203

Form 1-1-22 Rev. 1-58

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

725  
} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Burnie Arnold Higginbotham and Viola E. Higginbotham, husband and wife

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

William Louis Doss and Mallory Maurice Nuby

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

of Three Hundred Thousand - - - - -  
(\$ 300,000.00 ), evidenced by Promissory Note of even date

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,

Burnie Arnold Higginbotham and Viola E. Higginbotham,

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:

SEE EXHIBIT "A", ATTACHED HERETO AND INCLUDED HEREIN BY REFERENCE  
THE SAME AS IF SET FORTH IN ITS ENTIRETY.

THIS IS A PURCHASE MONEY MORTGAGE.

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To Have And To Hold 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 agrees 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 Burnie Arnold Higginbotham and Viola E. Higginbotham

have hereunto set signature and seal, this

20th day of August, 1990.  
Burnie Arnold Higginbotham (SEAL)  
Viola E. Higginbotham (SEAL)  
..... (SEAL)  
..... (SEAL)

THE STATE of ALABAMA }  
JEFFERSON COUNTY }

I, the undersigned, DONALD M. DABBS, a Notary Public in and for said County, in said State, hereby certify that Burnie Arnold Higginbotham and Viola E. Higginbotham

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 20th day of August, 1990.  
DONALD M. DABBS Notary Public.

MY COMMISSION EXPIRES 1/18/92

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

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Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

A parcel of land situated in the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of said Section 31; thence in an Easterly direction, along and with the South line of Section 31, 1826.71 feet to a point; thence with a deflection of 122 degrees 59' 55" left (a right interior angle of 57 degrees 00' 05") a distance of 399.97 feet to a point on the Northerly right of way margin of Oak Mountain Park Road; thence continue last described course a distance of 846.69 feet to the point of beginning; thence continue along last course 349.11 feet to a point; thence with a deflection of 91 degrees 18' 39" right, 160.0 feet to a point; thence with a deflection of 90 degrees 00' 00" right 349.02 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 152.01 feet to the point of beginning, forming a closing interior angle of 91 degrees 18' 39". Situated in Shelby County, Alabama.

Together with full rights of ingress and egress in, on, over, through and across the most Northerly 25 foot strip of land parallel to the right of way line of Alabama Highway 119 bounded by the North property line of the property described above and by the Southerly right of way of Alabama Highway 119, as described in Real Record 154, Page 727, in the Probate Office.

SUBJECT TO:

1. Limitation of access and abutters rights as conveyed to State of Alabama in Deed Book 302, Page 370, and Deed Book 302, Page 13, in Probate Office.
2. Transmission line permit to Alabama Power Company recorded in Deed Book 145, Page 378, in Probate Office.
3. Right of way to Shelby County as recorded in Deed Book 135, Page 2, in Probate Office.
4. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as excepted in Real Record 154, Page 727, in Probate Office.
5. Rights of other parties in and to the use of the easement described in Real Record 154, page 727, in Probate Office.
6. Mortgage from William Louis Doss, an unmarried man, and Mallory Maurice Nuby, an unmarried man, to Union State Bank, dated October 11, 1989, and recorded in Real Record 264, page 400, in Probate Office.

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

90 AUG 22 PM 2:32

JUDGE OF PROBATE

1.	Deed Book	450.00
2.		7.50
3.		3.00
4.		1.00
5.		
6.		
Total		461.50

EXHIBIT A