

(Name) Robert L. Robinson

(Address) 4508 Gary Avenue, Birmingham, 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,

Jerome Herron and Wife, Sandra C. Herron,

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

Robert L. Robinson et al.

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

of Ten Thousand Seven Hundred Seventy Five Dollars
(\$ 10,775.00), evidenced by

One 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,

Jerome Herron and Wife Sandra C. Herron

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:

For Legal Description see Addendum attached hereto and a part hereof.

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Ronald Real Estate

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

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 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

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have hereunto set Their signature S and seal, this 28th day of June, 1982

Jerome Herron (SEAL)
Sandra C. Herron (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA

JEFFERSON COUNTY

I, William J. Wynn, a Notary Public in and for said County, in said State, hereby certify that Jerome Herron and wife, Sandra C. Herron

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 28 day of June, 1982

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:

Edward Paul Estate
4747 Park Lane
Anniston, AL 36810
35062

TO

MORTGAGE DEED

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

Birmingham, Alabama

ADDENDUM

Begin at the Northwest 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 an Easterly direction and along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 815.50 feet to a point in the centerline of the Clear Prong of Yellowleaf Creek; thence following a meander of the centerline of the clear prong of Yellowleaf Creek turn an interior angle of $74^{\circ}19'00''$ and run to the right and in a Southwesterly direction a distance of 65.50 feet to a point; thence continuing to follow the meander of said Creek turn an interior angle of $160^{\circ}50'00''$ and run to the right in a Southwesterly direction a distance of 125.00 feet to a point; thence continuing to follow the meander of said Creek turn an interior angle of $228^{\circ}52'00''$ and run to the left and in a Southeasterly direction a distance of 108.00 feet; thence continuing to follow the meander of said Creek turn an interior angle of $149^{\circ}33'50''$ and run to the right in a Southwesterly direction a distance of 64.88 feet to a point; thence departing the meander of the centerline of said Creek turn an interior angle of $110^{\circ}38'40''$ and run to the right and in a Westerly direction a distance of 747.25 feet to a point on the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an interior angle of $84^{\circ}08'00''$ and run to the right and in a Northerly direction and along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 387.87 feet more or less to the point of beginning of the herein described parcel

ADDENDUM

20 FOOT ACCESS EASEMENT

STATE OF ALABAMA
SHELBY COUNTY

June 24, 1982

A 20 foot wide access easement situated in the Southwest of the Northwest $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest 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 West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 840.49 feet to a point; thence turn a deflection angle of $95^{\circ}51'20''$ and run to the left and in a Easterly direction a distance of 32.73 feet to a point on the centerline of the herein described easement, said point being a point of beginning; thence deflect $83^{\circ}35'38''$ to the left and run in a Northerly direction along the centerline of said road a distance of 82.5 feet more or less to a point; thence deflect $56^{\circ}40'$ more or less to the right and continue along the centerline of said access easement a distance of 233.0 feet more or less to a point; thence deflect $30^{\circ}00'$ more or less to the left and continue along the centerline of said easement a distance of 152.0 feet more or less; thence deflect $15^{\circ}00'$ more or less to the right and run in a Northeasterly direction a distance of 105.0 feet more or less to a point; thence deflect $8^{\circ}30'$ more or less to the left and run in a Northeasterly direction a distance of 105.0 feet more or less to the ending point of the herein described easement centerline.

ADDENDUM

20 FOOT ACCESS EASEMENT

STATE OF ALABAMA
SHELBY COUNTY

A 20 foot wide access easement 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:

Commence at the Northwest 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 West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 840.49 feet to a point; thence turn a deflection angle of $95^{\circ}51'20''$ to the left and run in an Easterly direction a distance of 32.73 feet to a point on the centerline of the herein described easement, said point being the point of beginning; thence turn a deflection angle of $96^{\circ}23'22''$ to the right and run in a Southerly direction along the centerline of said easement a distance of 85.08 feet to a point; thence turn a deflection angle of $0^{\circ}15'07''$ to the left and continue in a Southerly direction along the centerline of said easement a distance of 322.52 feet to the point of ending of the herein described easement, said point being on the North right-of-way line of U.S. Highway #280, and being 30.14 feet Easterly from the point of intersection of the North right-of-way line of U.S. #280 and the West line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24; the side lines of the herein described easement are 10 feet from and parallel to the centerline as described herein, and are to be extended or shortened as necessary to intersect with the South property line for which this easement is granted and to intersect with the right-of-way line of U.S. Highway #280;

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

1982 JUL 13 AM 9:48

Thomas P. Lawrence, Jr.
JUDGE OF PROBATE

mtg. 16.20
Rec. 7.50
Ind. 1.00

24.70