

This instrument was prepared by

(Name) DANIEL M. SPITLER
 Attorney at Law
 (Address) 1972 Chandalar Office Park
Pelham, Alabama 35124



This Form furnished by:

Cahaba Title, Inc.
 1970 Chandalar South Office Park
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robin Homes, Inc.

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

D. W. Humphries Construction and Development Company, Inc.

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

of Seventy Two Thousand Nine Hundred Ninety Two and 91/100----- Dollars
 (\$ 72,992.91), evidenced by promissory note of even date herewith.

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,

Robin Homes, Inc.

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 for legal description.

This mortgage is subordinated to that certain construction and development loan to be given by Shelby Bank to Robin Homes, Inc.

Release Clause: Mortgagee agrees to release from this mortgage one lot for each \$4,000.00 principal plus proportionate accrued interest paid by Mortgagor to Mortgagee.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith. This is a purchase money second mortgage.

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

Robin Homes, Inc.

have hereunto set its signature and seal, this 25th day of August, 1983

ROBIN HOMES, INC. (SEAL)

By: *William M. Humphries* (SEAL)
WILLIAM M. HUMPHRIES, President

(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 ALABAMA

SHELBY

COUNTY }

I, the undersigned

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

hereby certify that William M. Humphries

whose name as President

of Robin Homes, Inc.

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.

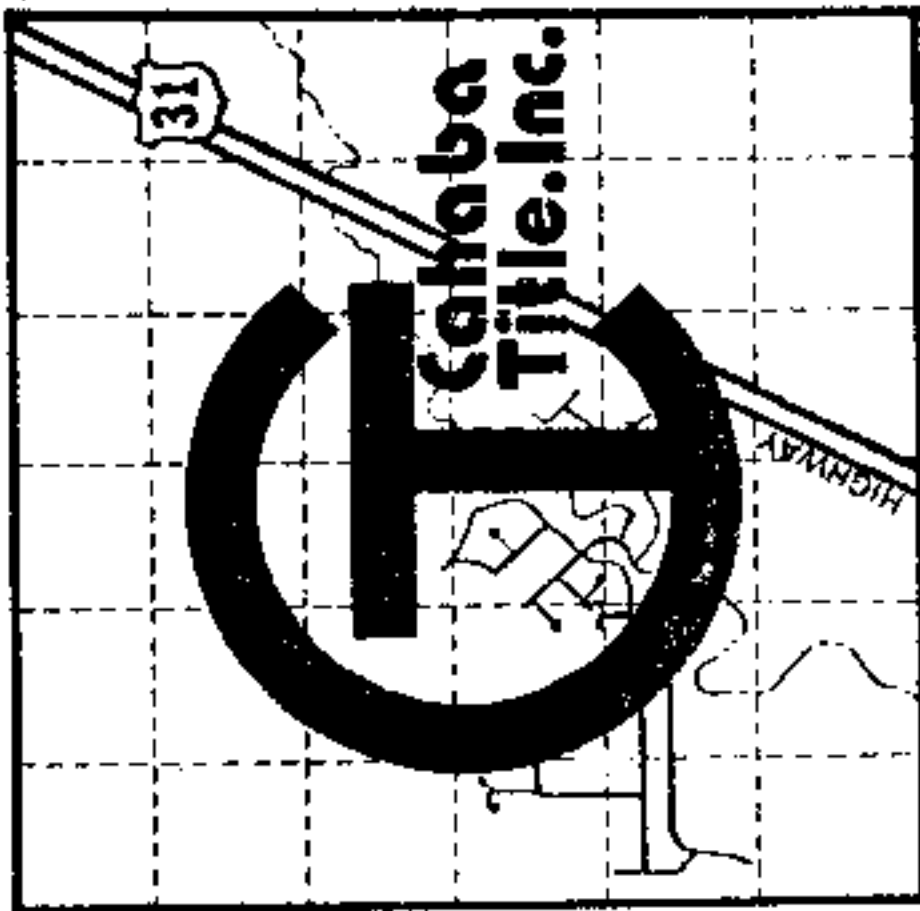
Given under my hand and official seal, this the 25th day of August, 1983.

David J. [Signature], Notary Public

Return to: DANIEL M. SPITLER
ATTORNEY AT LAW
1972 Chandalar Office Pk.
PELHAM, ALABAMA 35124

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

Telephone 205-663-1130

EXHIBIT "A"

PARCEL I

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the most Southerly corner of Lot 12, Block 1 of Amended Map of Wildewood Village, as recorded in Map Book 8 Page 3 in the office of the Probate Judge in Shelby County, Alabama; thence in a Northwesterly direction, along the Southwesterly line of said Lot 12, a distance of 115.0 feet; thence 90 deg. left, in a Southwesterly direction, a distance of 210.25 feet; thence 38 deg. 35 min. left, in a Southerly direction, a distance of 184.07 feet to the point of beginning; thence 62 deg. 05 min. 50 sec. left in a Southeasterly direction, a distance of 114.0 feet; thence 21 deg. 20 min. 30 sec. right, in a Southeasterly direction, a distance of 160.72 feet; thence 66 deg. 37 min. 18 sec. right, in a Southwesterly direction, a distance of 234.23 feet; thence 113 deg. 22 min. 42 sec. right, in a Northwesterly direction, a distance of 213.15 feet; thence 21 deg. 20 min. 30 sec. left, in a Northwesterly direction, a distance of 101.36 feet; thence 97 deg. 23 min. 09 sec. right, in a Northeasterly direction, a distance of 216.80 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II

A parcel of land located in the West 1/2 of the NW 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the SW 1/4 of the NW 1/4 of said Section 1, thence in a Northerly direction, along the West line of said Section 1, a distance of 786.58 feet, thence 26 deg. 02 min. 50 sec. right, in a Northeasterly direction, a distance of 401.84 feet; thence 19 deg. 45 min. right, in a Northeasterly direction, a distance of 229.37 feet to the point of beginning; thence 10 deg. 15 min. left in a Northeasterly direction, a distance of 146.98 feet, thence 10 deg. 15 min. left, in a Northeasterly direction, a distance of 209.68 feet to a point on the Southwesterly right of way line of an Alabama Power Company Transmission Line Easement, thence 100 deg. 49 min. 10 sec. right, in a Southeasterly direction along said right of way line a distance of 101.36 feet, thence 21 deg. 20 min. 30 sec. right, in a Southeasterly direction along said right of way line, a distance of 213.15 feet, thence 57 deg 50 min. 20 sec. right, in a Southwestely direction, a distance of 202.51 feet, thence 20 deg. 30 min. right, in a Southwesterly direction, a distance of 125.32 feet, thence 90 deg. right, in a Northwesterly direction, a distance of 280 feet to the point of beginning; being situated in Shelby County, Alabama

Subject to:

- (1) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 315 Page 207 in Probate Office.
- (2) Agreement and easement to Alabama Power Company in Deed Book 264 Page 28 in Probate Office.

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

1983 SEP 29 PM 12:37

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

Mtg TAX 109.50
Rec 4.50
Jud 1.00
115.00