

This instrument was prepared by

1553

This Form furnished by:

(Name) James F. Burford, III
 Suite 2900
 (Address) 300 Vestavia Office Park
Birmingham, Alabama 35216

**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,

ROBERT RILEY, a married man and ROBERT A. ENOCH, a married man
 (hereinafter called "Mortgagors", whether one or more) are justly indebted, to
 OAK MOUNTAIN PROPERTIES III, An Alabama General Partnership

(hereinafter called "Mortgagee", whether one or more), in the sum
 of One Hundred Fifty Thousand and 00/100 _____ Dollars
 (\$ 150,000.00), evidenced by note bearing 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, ROBERT RILEY, a married man and
 ROBERT A. ENOCH, a married man

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:

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 1984 and thereafter. (2) Rights of way and easements of record. (3) Ingress and egress to conveyed property.

There shall be no timber cut for sale on the conveyed property while the lien of this mortgage exists.

This is a purchase money wrap-around mortgage which wraps around and is second and subservient to that certain mortgage dated October 24, 1983 and recorded in the office of the Judge of Probate, Shelby County, Alabama from OAK MOUNTAIN PROPERTIES III, An Alabama General Partnership to the AmSouth Bank of Birmingham (formerly the First National Bank of Birmingham) as trustee for the benefit of Mildred E. Poole (undivided 50% interest); William Lannon Poole, Jr., (undivided 25% interest); and Martha J. Poole Yeilding (undivided 25% interest), (herein the first mortgage), accordingly, the mortgagee herein, its successors and assigns shall pay all payments due on the first mortgage and the note secured thereby and shall hold mortgagor herein, his successors and assigns harmless from non-payment of same.

Mortgagor or assigns shall have the right to release parcels of land from the lien of this mortgage as follows:

- 1) There shall be a payment to mortgagee of \$3,125.00 per acre released which shall be applied to the last principal payments due on the note secured by this mortgage.
- 2) There shall be access to the property which remains under the lien of this mortgage.

Property conveyed herein is not the homestead of either of the mortgagors.

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

BOOK 438 PAGE 628

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 full 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 **ROBERT RILEY, a married man** and **ROBERT A. ENOCH, a married man**

have hereunto set his signature and seal, this 24 day of October, 19 83.
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
Mr Tax 225.00
Rec 3.00
Sud 1.00
229.00
1983 NOV -2 AM 9:22
ROBERT RILEY (SEAL)
ROBERT A. ENOCH (SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY
JUDGE OF PROBATE

I, _____, a Notary Public in and for said County, in said State, hereby certify that **ROBERT RILEY, a married man** and **ROBERT A. ENOCH, a married man**

whose name 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 24 day of October, 19 83.

Notary Public.

THE STATE of _____
COUNTY }

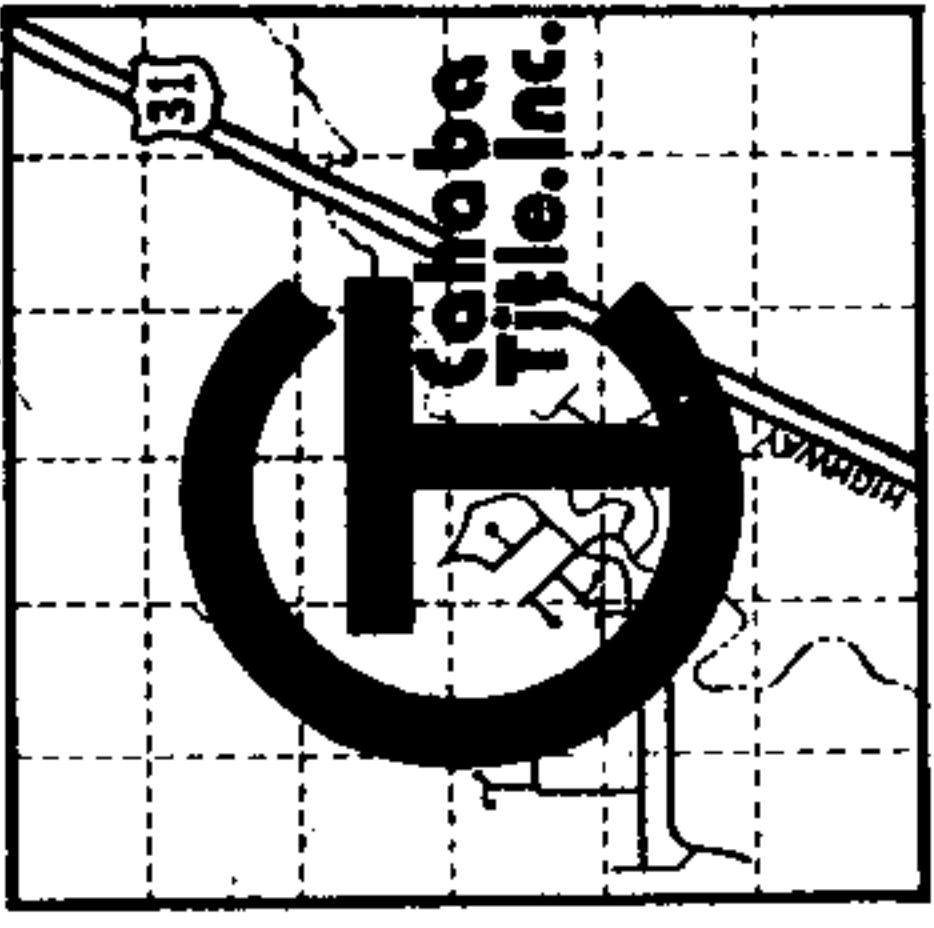
I, _____, a Notary Public in and for said County, in said State, hereby certify that

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



Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124
Representing St. Paul Title Insurance Corporation
Telephone 205-863-1130

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
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