

This instrument was prepared by

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Pelham, Alabama 35124

283



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,

WILLIAM C. MORRIS and wife, JANICE H. MORRIS,

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

RAYMOND A. ROBINSON, PAUL C. ROBINSON and RALPH L. ROBINSON

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

of -----FIFTY THOUSAND AND NO/100-----Dollars
(\$ 50,000.00), evidenced by Promissory Note of even date herewith.

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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,

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 by referenced incorporated herein as if fully set out for a legal description of the subject property.

Subject to:

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 189 page 332 in Probate Office of Shelby County, Alabama.

Right-of-Way granted to Shelby County by instrument recorded in Deed Book 190 page 492 in Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by law.

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

have hereunto set OUR signature S and seal, this 5th day of November, 1984.

William C. Morris (SEAL)
 William C. Morris
Janice H. Morris (SEAL)
 Janice H. Morris
 _____ (SEAL)
 _____ (SEAL)

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THE STATE of ALABAMA }
 SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM C. MORRIS and wife, JANICE H. MORRIS,

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 executed the same voluntarily on the day the same bears date.
 Given under my hand and official seal this 5th day of November, 1984.

[Signature]
 Notary Public

THE STATE of _____ }
 _____ COUNTY }

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

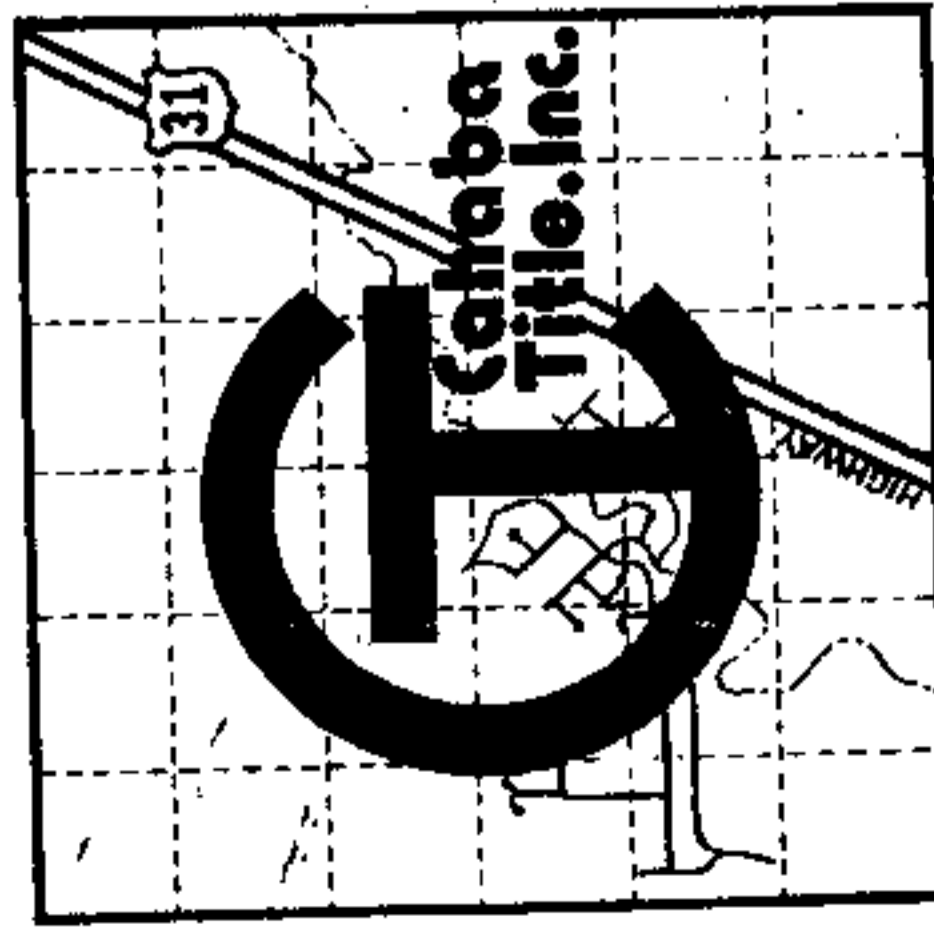
whose name as _____ of _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
 Given under my hand and official seal, this the _____ day of _____, 19____.

_____, Notary Public

Return to:

TO

MORTGAGE DEED



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"

A part of the NW 1/4 of NW 1/4 of Section 6, Township 21, Range 2 East, described as follows: Begin at the Southwest corner of said forty; thence East along the South line of said forty 200 yards to the mouth of McGowan Ferry Road; thence in a Northeasterly direction along the West right of way line of Montgomery Highway, known as Highway #25, 228 yards; thence West 96 yards; thence North 220 yards, more or less, to the section line; thence West 220 yards, thence South 440 yards to the point of beginning, EXCEPT 2 acres sold to E. L. M. Wallace in the Northwest corner of said forty being 70 yards East and West and 140 yards North and South, EXCEPT 1/4 acre, in the Southwest corner of said forty, known as the old church site, and EXCEPT that part sold to the Town of Wilsonville, as shown by deed recorded in the Probate Office of Shelby County, Alabama in Deed Book 123, page 180 and described as follows: Commence at the Southwest corner of the NW 1/4 of NW 1/4 of Section 6, Township 21, Range 2 East, and run thence North 87 deg. 30 min. East a distance of 105 feet to the point of beginning of the tract herein described; run thence North 87 deg. 30 min. East a distance of 137 feet; thence North 14 deg. 30 min. West 50 feet; thence North 24 deg. West 50 feet; thence North 31 deg. West 50 feet; thence North 44 deg. 30 min. West 50 feet; thence North 59 deg. West 50 feet; thence North 67 deg. West 50 feet; thence North 81 deg. 20 min. West a distance of 70 feet to the West line of said forty; thence South 2 deg. 30 min. East 134 feet; thence North 87 deg. 30 min. East 105 feet; thence South 2 deg. 30 min. East a distance of 105 feet to the point of beginning. There is excepted from said tract of land the following: Commence at the point of beginning of the above described tract of land and run North 2 deg. 30 min. West a distance of 42 feet to the point of the lot herein excepted; thence North 2 deg. 30 min. West a distance of 30 feet; thence North 87 deg. 30 min. East 15 feet; thence South 2 deg. 30 min. East 30 feet; thence North 87 deg. 30 min. West a distance of 15 feet to the point of beginning. There is also excepted from the tract of land herein described the lots occupied by the graves of Dr. H. T. Dickens and the Milan baby located near the South side and just North of the beginning point of the lots herein described.

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LESS & EXCEPT the following described land:

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 6, Township 21 South, Range 2 East, thence run East, along the North line of said 1/4 1/4 section a distance of 210.00 feet to the point of beginning; thence continue East, along the North line of said 1/4 1/4 section, a distance of 450.00 feet; thence turn an angle of 91 deg. 08 min. to the right and run a distance of 521.93 feet; thence turn an angle of 88 deg. 36 min. to the right and run a distance of 639.39 feet to the East right of way line of the Wilsonville-Fourmile Highway; thence turn an angle of 81 deg. 43 min. to the right and run along said right of way line a distance of 106.07 feet; thence turn an angle of 98 deg. 17 min. to the right and run a distance of 207.24 feet; thence turn an angle of 88 deg. 35 min. to the left and run a distance of 419.02 feet to the point of beginning. Situated in the NW 1/4 of the NW 1/4 of Section 6, Township 21 South, Range 2 East, Shelby County, Alabama.

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

1984 NOV -7 AM 9:11

Thomas A. ...
JUDGE OF PROBATE

RECORDING FEES	
Mortgage Tax	\$ <u>75.00</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>2.00</u>
TOTAL	\$ <u>84.50</u>