

This Instrument Prepared By:
DANIEL M. SPITLER
Attorney at Law
108 Chandalar Drive
Pelham, Alabama 35124

1416

MORTGAGE

STATE OF ALABAMA)
)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

ROBIN HOMES, INC., a corporation,

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

LEONARD H. WHITE, JR.,

(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.

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:

BOOK 625 PAGE 272

A parcel of land located in the Southwest 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 Southwest corner of said 1/4 1/4 section; thence in a northerly direction, along the west line of said 1/4 1/4 Section, a distance of 533.47 feet to the point of beginning; thence continue along last described course, along said west line a distance of 253.11 feet; thence 26 deg. 02 min. 50 sec. right in a northeasterly direction a distance of 401.84 feet; thence 18 deg. 45 min. right in a northeasterly direction a distance of 229.37 feet; thence 90 deg. right in a southeasterly direction a distance of 280.0 feet; thence 90 deg. right in a southwesterly direction a distance of 105.0 feet; thence 9 deg. 22 min. 30 sec. left in a southwesterly direction a distance of 149.02 feet; thence 9 deg. 22 min. 30 sec. left in a southwesterly direction a distance of 145.09 feet; thence 13 deg. 01 min. 25 sec. left, in a southwesterly direction a distance of 131.75 feet; thence 13 deg. 01 min. 25 sec. left in a southerly direction and parallel to the west line of said 1/4 1/4 section a distance of 120.72; thence 90 deg. right in a westerly direction a distance of 280.0 feet to the point of beginning.

LESS AND EXCEPT: A parcel of land located in the West 1/2 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 Southwest corner of the Southwest 1/4 of the Northwest 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 157.97 feet to the point of beginning; thence continue in the same direction 71.40 feet; thence 90 deg. right in a southeasterly direction a distance of 280.0 feet; thence 90 deg. right in a southwesterly direction a distance of 105.0 feet; thence 9 deg. 52 min. 30 sec. left in a southwesterly direction a distance of 5.01 feet; thence 99 deg. 52 min. 30 sec. right in a northwesterly direction a distance of 115.84 feet to a point on a curve to the right, said curve having a radius of 599.45 feet and a central angle of 0 deg. 28 min. 20 sec; thence 90 deg. 19 min. 20 sec. right measured to tangent of said curve; thence along arc

Shelby Bank

of said curve in a northeasterly direction a distance of 4.94 feet to end of said curve; thence continue in a northeasterly direction a distance of 33.60 feet; thence 90 deg. left in a northwesterly direction a distance of 115.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 315 page 207 in Probate Office of Shelby County, Alabama.

Agreement and Easement to Alabama Power Company as shown by instrument recorded in Deed Book 264 page 28 in Probate Office of Shelby County, Alabama.

Sewer Rights as set out in Deed book 328 page 229 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. This is a purchase money second mortgage subordinated to a purchase money first mortgage given by Mortgagor herein given to Shelby State Bank on even date herewith.

RELEASE CLAUSE. Mortgagor, upon written request to Mortgagee or assign, has the right to have released from this Mortgage one (1) Lot for every TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) additional principal reduction, plus accrued interest on said principal reduction (release fee), during the term of this Mortgage. The specific Lots to be so released shall be chosen by Mortgagor in its sole discretion.

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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned, William M. Humphries, President of Robin Homes, Inc., who is authorized to execute this Mortgage, hereto set its signature and seal, this 25th day of April, 1985.

ROBIN HOMES, INC.

By: [Signature] (SEAL)
William M. Humphries, President

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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 25th day of April, 1985.

(NOTARIAL SEAL)

[Signature]
Notary Public

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

1985 APR 26 AM 11:55

[Signature]
Notary Public

Mtg. fee 7500
Rec. 750
Sub. 100
8350