

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

MORTGAGE

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

That, Whereas,

SUNBELT SOD FARM, INC.

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

CHARLES W. MOBLEY

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FORTY-ONE AND 63/100 DOLLARS (\$122,141.63), evidenced by two Promissory Notes 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:

Part of Sections 16, 20 and 21, Township 20 South, Range 2 East, being more particularly described as follows: Begin at the SW corner of Section 21, Township 20 South, Range 2 East; thence run East along the South line of said Section for 2,949.90 feet to a point (said point being 2,331.75 feet West of the SE corner of said Section); thence 91 deg. 04 min. 41 sec. left run 2,607.91 feet; thence 72 deg. 39 min. 57 sec. right run 1042.25 feet to the center of a slough; thence run Easterly along said slough 127 feet, more or less, to the West bank of the Coosa River; thence run Northerly along said West bank for 2,590 feet, more or less, to the South line of Section 16, Township 20 South, Range 2 East; thence run West along the South line of said Section 2,162.45 feet to the SE corner of the SW 1/4 of said Section 16; thence 89 deg. 10 min. 16 sec. right run 1,021.17 feet to a point on the Southerly right of way of Shelby County Highway 76 (said point being on a curve having a radius of 2,046.92 feet); thence 99 deg. 34 min. 50 sec. left to tangent of said curve run 370.39 feet along said curve and right of way; thence 72 deg. 29 min. 12 sec. left of tangent 209.85 feet; thence 69 deg. 54 min. 35 sec. right run 419.84 feet; thence 110 deg. 44 min. 30 sec. right run 202.15 feet to the Southerly right of way of said Highway 76; thence 112 deg. 42 min. 30 sec. left run Southwesterly along said right of way for 1,746.80 feet to the North line of said Section 21; thence 25 deg. 14 min. 38 sec. right run 315.22 feet to the NE corner of said Section 20; thence run West along the North line of said Section 20 for 323.96 feet to a point (said point being on the Easterly right of way of Alabama State Highway 25 and on a curve to the left having a radius of 3,452.4 feet); thence run along said curve and right of way for 884.32 feet; thence continue along said right of way for 4,485.90 feet to the South line of said Section 20; thence 85 deg. 28 min. 53 sec. left run 33.85 feet to the point of beginning. LESS AND EXCEPT a 30 foot easement for Egress and Ingress, the center line thereof is described as follows: Commence at the SE corner of Section 20, Township 20 South, Range 2 East; thence run West along the South line of said Section for 33.85 feet to the Easterly right of way of Alabama State Highway 25; thence 85 deg. 28 min. 53 sec. right run along said right of way for 969.08 feet to the point of

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beginning; thence 83 deg. 07 min. 37 sec. right run Easterly 1,702.10 feet; thence 8 deg. 59 min. 30 sec. right run 1,366.96 feet to the point of ending; all being situated in Shelby County, Alabama.

SUBJECT TO:

Lease of mineral and oil rights to Amoco Production by Charles W. Mobley, recorded in Deed Book 331 page 69 in Probate Office of Shelby County, Alabama.

Property and rights conveyed and granted to Alabama Power Company as filed in Lis Pendens Book 4 page 381 and in Probate Minutes 24 page 265 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,

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 have hereunto set his/her/their signature(s) and seal(s), this 30th day of November, 1985.

ATTEST:

SUNBELT SOD FARM, INC.

Emma B. Standridge
Emma B. Standridge, Sec.

By: Monta Standridge (SEAL)
Monta Standridge, President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Monta Standridge whose name as President of SUNBELT SOD FARM, 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 30th day of November, 1985.

(NOTARIAL SEAL)

Don G. Speller
Notary Public

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

1985 DEC 13 AM 9:16

Thomas A. Standridge, Jr.
JUDGE OF PROBATE

RECORDING FEES

| | |
|---------------|----------|
| Mortgage Tax | \$183.30 |
| Deed Tax | |
| Mineral Tax | |
| Recording Fee | 7.50 |
| Index Fee | 100 |
| TOTAL | \$191.80 |