

This instrument was prepared by

53

(Name) R. Stephen Griffis

(Address) 1609 21st Street S Birmingham, AL 35205

Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael E. Osborn

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to AmSouth Bank, N.A.

(hereinafter called "Mortgagee", whether one or more), in the sum of Ninety Thousand and no/100-----Dollars (\$90,000.00), evidenced by a promissory note of even date.

BOOK 061 PAGE 181

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, Michael E. Osborn

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 Attached Exhibit "A"

BOOK 061 PAGE 181

Thompson & Griffis

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

EXHIBIT "A"

BOOK 061 PAGE 182

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the intersection of the North line of SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and the East line (New) of U.S. Highway No. 31 (Tangent Projected); thence run in a Southeasterly direction along said east line and said projection a distance of 1540.95 feet to the point of beginning of parcel herein described; thence an angle left of 77 deg. 39 mi. and run in an Easterly direction a distance of 199.40 feet; thence turn an angle right of 101 deg. 44 min. 05 sec. and run in a Southwesterly direction a distance of 109.75 feet; thence an angle left of 24 deg. 05 min. 05 sec. and run Southeasterly and parallel to U.S. Highway No. 31 a distance of 176.16 feet; thence an angle right of 90 deg. and run in a Southwesterly direction a distance of 150 feet to the East line of said Highway; thence an angle right of 90 deg. and run in a Northwesterly direction along said East line a distance of 319.0 feet to the point of beginning LESS AND EXCEPT the following: A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the intersection of the North line of the Southwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and the East line (New) of U.S. Highway No. 31 (Tangent Projected); thence in a Southeasterly direction along said East line and said projection a distance of 1755.95 feet to the point of beginning; thence continue along last described course a distance of 104.00 feet; thence 90 deg. left in a Northeasterly direction a distance of 150.0 feet; thence 90 deg. left in a Northwesterly direction a distance of 104.0 feet; thence 90 deg. left in a Southwesterly direction a distance of 150.0 feet to the point of beginning.

All being situated in Shelby County, Alabama.

SUBJECT TO:

1. Taxes due in the year 1986 which are a lien but not yet due and payable until October 1, 1986.
2. Right of way to Alabama Power Company recorded in Volume 101, page 517, Volume 170, page 289 and Volume 142, page 81, in the Probate Office of Shelby County, Alabama.
3. Grantor conveys only the coal, oil, gas and other mineral interests in, to or under the land herein described to the extent owned by grantor.

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 Mortgagee 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 Michael E. Osborn

have hereunto set his signaturehis and seal, this 18th day of February, 1986
Michael E. Osborn (SEAL)
Michael E. Osborn (SEAL)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1986 FEB 18 AM 11:25 (SEAL)

BOOK 061 PAGE 183

THE STATE of ALABAMA

I, [Signature]
hereby certify that Michael E. Osborn

COUNTY of [Signature]
NOTARY PUBLIC

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

whose name 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 executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 18th day of February, 1986 Notary Public.

THE STATE of

COUNTY }

I,
hereby certify that

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

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:

MORTGAGE DEED

TO

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama