[redacted] [redacted] [redacted]

This instrument was prepared by 2602

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sunbelt Sod Farm, Inc. and Monta Standridge

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

Charles W. Mobley and/or Patricia D. Mobley

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifty Thousand and no/100-- Dollars ($ 50,000.00 plus interest as), evidenced by promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

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,

Sunbelt Sod Farm, Inc. and Monta Standridge

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:

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Commence at the Southeast corner of Section 21, Township 20 South, Range 2 East, Shelby County, Alabama; thence run North 88 degrees 55 minutes 19 seconds West along the South boundary of said Section 21 a distance of 1688.753 feet to the point of beginning; thence continue along said course a distance of 643.0 feet; thence turn an angle of 88 degrees 55 minutes 19 seconds to the right and proceed North 0 degrees East for a distance of 2607.91 feet; thence turn an angle of 72 degrees 39 minutes 57 seconds to the right and proceed North 72 degrees 39 minutes 57 seconds East for a distance of 686.11 feet; thence turn an angle of 107 degrees 20 minutes 03 seconds to the right and proceed South 0 degrees West a distance of 2820.664 feet to the point of beginning. Situated in Shelby County, Alabama, and containing 40 acres, more or less. SUBJECT TO: A 30 foot easement for roadway, 15 feet on either side of a centerline described as follows: Commence at the SW corner of Section 21, Township 20 South, Range 2 East, thence run North 37 degrees 32 minutes 10 seconds West a distance of 108.89 feet; thence run North 4 degrees 14 minutes 50 seconds West a distance of 941.10 feet; thence run North 89 degrees 52 minutes 27 seconds East a distance of 19.00 feet to the East ROW line of State Highway No. 25 and the point of beginning; thence continue North 89 degrees 52 minutes 27 seconds East a distance of 1639.36 feet; thence run North 85 degrees 08 minutes 40 seconds East a distance of 1896.85 feet; thence run North 67 degrees 37 minutes 09 seconds East a distance of 694.56 feet to the point of ending. Situated in the SE¼ of the SE¼ of Section 20, and the S½ of Section 21, Township 20 South, Range 2 East.

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

Form ALA-35

CONWILL & JUSTICE

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 imposd 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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.

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IN WITNESS WHEREOF the undersigned

Sunbelt Sod Farm, Inc.

have hereunto set its signature and seal, this 30th day of December, 1986.

SUNBELT SOD FARM, INC. (SEAL)

BY: Monta Standridge (SEAL)

Monta Standridge, President

(SEAL)

Monta Standridge (SEAL)

THE STATE of ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Monta Standridge 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 30th day of December, 1986.

William R. Justice Notary Public.

NOTARY PUBLIC

THE STATE of ALABAMA

SHELBY COUNTY

I, the undersigned authority, 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, 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 30th day of December, 1986.

William R. Justice Notary Public

NOTARY PUBLIC

* and should the undersigned fail to pay said taxes or assessments, or fail to keep said property insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at the Mortgagee's option declare the whole of said indebtedness secured by this mortgage to be due and payable and may proceed with foreclosure as provided above, even if Mortgagee has elected to pay such amounts.

Return to:

TO

MORTGAGE DEED

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

1986 DEC 31 AM 1:31

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg TAX 75.00
Rec 5.00
Ind 1.00
81.00

Recording Fee $

Deed Tax $

$

This form furnished by
HARRISON, CONWILL, HARRISON & JUSTICE
P. O. Box 557
Columbiana, Alabama 35051