

This instrument was prepared by

622

(Name) Robert Collins Sutton

(Address) 1736 Oxmoor Road, Suite 203 Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-66

MORTGAGE LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William C. Tompkins, Jr. and wife, Debra Sorrell Tompkins
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

George L. Edwards, Jr. and wife, Elizabeth A. Edwards

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

of Sixteen Thousand and 00/100-----
(\$ 16,000.00), evidenced by

Promissory Note of even date executed simultaneously 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,

William C. Tompkins, Jr. and wife, Debra Sorrell Tompkins

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
County, State of Alabama, to-wit:
real estate, situated in SHELBY

A plot or parcel of land being situated in the NE 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 all in Section 19, Township 13 South, Range 2 East, and more particularly described as follows: Begin at a point on the Northeasterly right-of-way line of the Central of Georgia Railroad, which point is also the SW corner of a plot or parcel of land described in deed of record in Deed Book 307 Page 792; run thence Southeasterly along said right-of-way 550 feet, more or less, to the SW corner of Sterrett Cemetery Lot; run thence Northeasterly along said cemetery fence 270 feet; thence east along said fence 158 feet; thence Southerly along said fence 241 feet to a point on the South boundary line of said Section; run thence east along said south line to a point 9 feet 2 inches east of the SW corner of said SE 1/4; thence Northwesterly to a point 550 feet north of said SW corner of said SE 1/4, which point is also the point where telephone line intersects the N-S midsection line of said Section; run thence Northwesterly along said telephone line to a point where the same intersects the South right-of-way line of an unnamed road; run thence Southwesterly and Westerly along said right-of-way line to a point on the Northeasterly boundary line of a plot or parcel of land described in deed of record in Deed Book 219 Page 957; thence Southeasterly along said boundary line to a point on the north boundary line of a plot or parcel of land described in deed of record in Deed Book 282 at Page 685; thence east along said north boundary line to the NE corner of said plot or parcel; thence Southerly along the east boundary line of said plot or parcel, 420 feet, more or less, to the SE corner thereof and the North corner of a plot or parcel of land described in deeds of record in Deed Book 305 at Page 801 and Deed Book 288 at Page 508; thence Southeasterly along the Northeasterly boundary line of said last described plot or parcel and the Northeasterly boundary line of a plot or parcel of land described in deed of record in Deed Book 307 (SEE EXHIBIT A ATTACHED FOR REMAINDER OF LEGAL DESCRIPTION.)

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

BOOK 139 PAGE 970

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

William C. Tompkins, Jr. and wife, Debra Sorrell Tompkins

have hereunto set their signatures and seal, this 9th day of July, 1987

William C. Tompkins, Jr. (SEAL)

Debra Sorrell Tompkins (SEAL)

(SEAL)

(SEAL)

THE STATE of
SHELBY

COUNTY

I, Robert Collins Sutton
hereby certify that William C. Tompkins, Jr. and wife, Debra Sorrell Tompkins

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

whose names 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 9th day of July, 1987

Robert Collins Sutton
Notary Public.

THE STATE of
SHELBY

COUNTY

I, Robert Collins Sutton
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: Robert Sutton
1736 Oxmoor Rd.
B'ham, AL 35209

Tompkins

TO

Edwards

MORTGAGE DEED

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

Birmingham, Alabama

EXHIBIT A
(EDWARDS TO TOMPKINS)

Page 792 to the east corner of said last described parcel; and run thence Southwesterly along the Southeasterly boundary line of said last described plot or parcel to the point of beginning; less and except that certain plot or parcel of land described in deed of record in Deed Book 254 at Page 709, it being the intention of Earl R. Burkett and wife, Martha Burkette to hereby convey the identical land described in deed appearing of record in Deed Book 248 Page 218; being situated in Shelby County, Alabama, less and except the following:

1. A plot or parcel of land being situated in the NE 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4, all in Section 19, Township 18 South, Range 2 East, and more particularly described as follows:

Begin at a point being the Northwestern corner of the Town of Sterrett Cemetery, which point is also the intersection of two lines described in deed of record in Deed Book 354, Page 270, viz., the 270' Western boundary line of said Town of Sterrett Cemetery, and the 158' Northern boundary line of said Town of Sterrett Cemetery, as is described in said Deed Book; thence run East along said cemetery fence 158 feet; thence Southerly along said cemetery fence 241 feet to a point on the South boundary line of said section; run thence East along said South line to a point 9 feet 2 inches East of the SW corner of said SE 1/4; thence Northwesterly to a point 550 feet North of said SW corner of said SE 1/4, which point is also the point where telephone line intersects the N-S midsection line of said section; thence run Northwesterly along said telephone line 400 feet; thence run Southwesterly 608 feet to a point on the Western boundary line of the parcel of land described in Deed Book 354, Page 270; thence Southeasterly 420 feet along said described Western boundary line to a point where said line intersects with a line of 420 feet running Northeast from the stated point of beginning of that parcel described in Deed Book 354, Page 270; thence Southerly 276 feet to a point of beginning, being situated in Shelby County, Alabama.

2. A plot or parcel of land being situated in the NE 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 all in Section 19, Township 18 South, Range 2 East, and more particularly described as follows: Begin at a point on the Northeasterly right-of-way line of the Central of Georgia Railroad, which point is also the SW corner of a plot or parcel of land described in deed of record in Deed Book 307 Page 792; run thence Southeasterly along said right-of-way 550 feet, more or less, to the SW corner of Sterrett Cemetery Lot; run thence Northeasterly along said cemetery fence 270 feet; thence, Northwest 276 feet to a point being that certain point identified by the intersection of two property lines described in deed of record in Deed Book 354, Page 270, viz., that certain line of 420 feet proceeding Northeasterly from the point of beginning of the parcel described in Deed Book 354, Page 270, and that certain line proceeding Southeasterly 420 feet, being the Northeasterly boundary line of a plat or parcel of land described in deed of record in Deed Book 307, Page 792; thence Southwesterly 420 feet to point of beginning.

3. Grantor reserves exclusive grazing rights to said property through September 15, 1987. Grantor also is entitled to all hay, loose lumber, loose fencing and material and tools on said property, and will remove same.

4. a. Municipal assessments, if any.

b. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded easements or any matters not of record which should be disclosed by an accurate survey and inspection of premises.

(SEE EXHIBIT B ATTACHED FOR REMAINDER OF LEGAL DESCRIPTION.)

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EXHIBIT B
(EDWARDS TO TOMPKINS)

c. Any possible unfiled mechanic's and materialmen's liens.

d. Transmission Line Permits to Alabama Power Company as set out by instrument recorded in Deed Book 123 page 45 in the Probate Office.

e. Mineral and mining rights are not insured. Subject to an Oil, Gas and Mineral Lease as shown by instrument recorded in Deed Book 338 page 563 in the Probate Office.

5. Sixteen Thousand and 00/100 (\$16,000.00) Dollars of the consideration recited above was paid by a Purchase Money Mortgage executed simultaneously herewith.

BOOK 139 PAGE 973

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

1987 JUL 10 PM 3:08

Thomas A. Hamilton, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u>24.00</u>
2. Mtg. Tax		<u>10.00</u>
3. Recording Fee		<u>1.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>35.00</u>