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State of Alabama }  
Shelby County.

**MORTGAGE**

THIS IDENTURE is made and entered into this 13 day of September, 19 89 by and between  
Charles L. Robinson, a married man and Robert L. Robinson, a married man  
AmSouth Bank N.A. (hereinafter called "Mortgagee").  
(hereinafter called "Mortgagor", whether one or more) and

WHEREAS, the mortgagors

is (are) justly indebted to the Mortgagee in the principal sum of seventy three thousand one hundred seventeen & 34/100  
dollars (\$ 73,117.34 ) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is  
payable in accordance with its terms, and which has a final maturity date of September 13, 1991.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and  
renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of  
such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance  
with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate,  
situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

See attached Exhibit A for legal description

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P.O. Box 11007  
Birmingham, AL 35288

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

X *Charles L. Robinson*  
Charles L. Robinson  
*Robert L. Robinson*  
Robert L. Robinson

Commence at the SE corner of Section 26, Township 21 South, Range 1 East which is monumented with an iron pipe found in place; thence run Westerly along the South boundary line of said Section 26, a distance of 1,374.87 feet to the SE corner of the SW 1/4 of SE 1/4 of said Section and the point of beginning; thence turn an angle of 90 degrees, 15 minutes, 37 seconds to the left and run a distance of 15.20 feet to a point on an existing fence line; thence turn an angle of 89 degrees, 37 minutes, 36 seconds to the right and run along said fence line a distance of 62.48 feet to a pine knot in a rock pile; thence turn an angle of 1 degrees, 19 minutes, 39 seconds to the right and run a distance of 1,312.56 feet to the SW corner of the SW 1/4 of SE 1/4 of said Section 26; thence turn an angle of 89 degrees, 19 minutes, 23 seconds to the right and run along the West boundary line of said SW 1/4 of SE 1/4 and the West boundary line of the NW 1/4 of SE 1/4 of said Section 26 a distance of 2,663.34 feet to the NW corner of the said NW 1/4 of SE 1/4; thence turn an angle of 89 degrees, 56 minutes, 54 seconds to the right and run a distance of 555.86 feet to a point; thence run in a Southerly, Northeasterly and Easterly direction along the datum plane of 397 feet above mean sea level as established by the USC & G Survey for a distance of 3,331 feet more or less to a point on the East boundary line of the last mentioned NW 1/4 of SE 1/4; thence run Southerly along said East boundary line a distance of 441.99 feet to the NE corner of the SW 1/4 of SE 1/4 of said Section 26; thence continue along the same line of direction and along the East boundary line of said SW 1/4 of SE 1/4 a distance of 1,332.09 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of SE 1/4 and NW 1/4 of SE 1/4 of Section 26, Township 21 South, Range 1 East and a small triangular portion lying in the NW 1/4 of NE 1/4, Section 35, Township 21 South, Range 1 East, Shelby County, Alabama.

Together with the following described nonexclusive right of way easement for road and utilities;

Commence at the SE corner of Section 26, Township 21 South, Range 1 East which is monumented with an iron pipe found in place; thence run Westerly along the South boundary line of said Section 26, a distance of 1,374.87 feet to the SE corner of the SW 1/4 of SE 1/4 of said Section 26; thence turn an angle of 90 degrees, 15 minutes, 37 seconds to the left and run a distance of 15.20 feet to a point on an existing fence line; thence turn an angle of 89 degrees, 37 minutes, 36 seconds to the right and run along said fence line a distance of 62.48 feet to a pine knot in rock pile; thence turn an angle of 1 degree, 19 minutes, 39 seconds to the right and run a distance of 298.16 feet to the point of beginning; thence continue along the same line of direction a distance of 72.80 feet to a point; thence turn an angle of 124 degrees, 29 minutes, 44 seconds to the left and run Southeasterly a distance of 786.47 feet to a point; thence continue in a Southeasterly direction along a curve to the right (concave Southwesterly and having a radius of 880.29 feet and a central angle of 18 degrees, 52 minutes, 58 seconds) an arc distance of 290.11 feet to a point; thence run along the tangent of said curve a distance of 109.43 feet to a point; thence run in a Southeasterly direction along a curve to the left (concave Northeasterly and having a radius of 421.45 feet and a central angle of 58 degrees, 32 minutes, 51 seconds) an arc distance of 430.66 feet to a point; thence run along the tangent of said curve a distance of 601.98 feet to a point; thence turn an angle of 37 degrees, 14 minutes, 14 seconds to the right and run along a flare a distance of 95.53 feet to a point on the West 30 foot right of way line of the 4-H Camp Road; thence turn an angle of 142 degrees, 45 minutes, 30 seconds to the left and run along said right of way a distance of 182.28 feet to a point; thence turn an angle of 127 degrees, 14 minutes, 30 seconds to the left and run along a flare a distance of 72.62 feet to a point; thence turn an angle of 52 degrees, 45 minutes, 46 seconds to the right and run Northwesterly a distance of 585.30 feet to a point; thence run Northwesterly along a curve to the right (concave Northeasterly and having a radius of 361.45 feet and a central angle of 58 degrees, 32 minutes, 51 seconds) an arc distance of 369.34 feet; thence run along the tangent of said curve a distance of 109.43 feet to a point; thence run Northwesterly along a curve to the left (concave Southwesterly and having a radius of 940.29 feet and a central angle of 18 degrees, 52 minutes, 58 seconds) an arc distance of 309.89 feet to a point; thence run along the tangent of said curve a distance of 745.23 feet to the point of beginning. Said parcel of land is lying in the NW 1/4 of NE 1/4, the NE 1/4 of NE 1/4 and the SE 1/4 of NE 1/4, all in Township 21 South, Range 1 East, Shelby County, Alabama.

**LESS AND EXCEPT:**

Part of the NW 1/4 of SE 1/4, of Section 26, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows;

From the northwest corner of said NW 1/4 of SE 1/4 run in a Southerly direction along the West line of said 1/4 - 1/4 section for a distance of 317.91 feet to an existing iron pin, being the point of beginning; thence continue along last mentioned course for a distance of 172.83 feet to an existing iron pin; thence turn an angle to the left of 90 degrees, 03 minutes, 06 seconds and run in an Easterly direction for a distance of 704.23 feet; thence turn an angle to the left of 70 degrees, 47 minutes, 07 seconds and run in a Northwesterly direction for a distance of 77.98 feet; thence turn an angle to the right of 32 degrees, 29 minutes, 30 seconds and run in a Northeasterly direction for a distance of 137.96 feet; thence turn an angle to the left of 16 degrees, 14 minutes and run in a Northeasterly direction for a distance of 59.59 feet; thence turn an angle to the right of 34 degrees, 43 minutes and run in an Easterly direction for a distance of 37.92 feet; thence turn an angle to the left of 104 degrees, 46 minutes and run in a Northwesterly direction for a distance of 63.11 feet; thence turn an angle to the left of 71 degrees, 39 minutes, 23 seconds and run in a Westerly direction for a distance of 794.49 feet, more or less, to the point of beginning.

Together with a non-exclusive, 60.0' wide easement for ingress and egress, road and utilities being 30 feet on each side of the centerline of the now existing roadway from the 4-H Club paved public road to subject property.

Also less and except:

A part of the NW 1/4 of the SE 1/4 of Section 26, Township 21 South, Range 1 East, located on Lay Lake, Shelby County, Alabama, more particularly described as follows:

Begin at the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 26, Township 21 South, Range 1 East, Shelby County, Alabama, and run North 89 degrees 35 minutes 13 seconds West a distance of 274.11 feet to a Point, thence run North 32 degrees 13 minutes 09 seconds West a distance of 463.14 feet to a Point on the water line boundary of Lay Lake (contour elevation 397.0), thence run North 27 degrees 55 minutes 25 seconds East along the said water line of Lay Lake a distance of 109.18 feet to a Point, thence run North 27 degrees 14 minutes 39 seconds East a distance of 75.45 feet to a Point, thence run North 34 degrees 36 minutes 38 seconds East a distance of 35.92 feet to a Point on the water line edge of Lay Lake, thence run along same said water line of Lay Lake North 87 degrees 15 minutes 46 East a distance of 65.75 feet to a Point, thence run South 74 degrees 17 minutes 28 seconds East a distance of 128.13 feet to a Point, thence run South 72 degrees 00 minutes 24 seconds East a distance of 104.27 feet to a Point, thence run South 46 degrees 37 minutes 53 seconds East, a distance of 80.97 feet to a Point on the same said water line of Lay Lake, thence run South 64 degrees 07 minutes 41 seconds East a distance of 76.91 feet to a Point on the water line of said Lay Lake and on the East line of the NW 1/4 of the SE 1/4 of said Section 26, thence run South 0 degrees 10 minutes 12 seconds West a distance of 433.99 feet to the Point of Beginning.

Together with a non-exclusive 60.0 foot wide Easement for Ingress and Egress the centerline of which is described as follows:

Continued. . .



Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 26, Township 21 South, Range 1 East, Shelby County, Alabama, and run North 89 degrees 35 minutes 13 seconds West a distance of 274.11 feet to the Point of Beginning of said access Easement on centerline, thence run South 45 degrees 02 minutes 25 seconds West a distance of 651.24 feet to a Point, thence run South 1 degree 07 minutes 28 seconds West a distance of 220.0 feet to a Point, thence run South 45 degrees 52 minutes 33 seconds East a distance of 250.0 feet to a Point, thence run South 18 degrees 52 minutes 33 seconds East a distance of 510.0 feet to a Point on the South line of the SW 1/4 of the SE 1/4 of Section 26 and the end of Easement.

Together with a non-exclusive Easement for Ingress and Egress in and to the following:

Commence at the SE Corner of Section 26, Township 21 South, Range 1 East, which is monumented with an iron pipe found in place; thence run Westerly along the South boundary line of said Section 26, a distance of 1,374.87 feet to the SE Corner of the SW 1/4 of SE 1/4 of said Section 26; thence turn an angle of 90 degrees, 15 minutes 37 seconds to the left and run a distance of 15.20 feet to a Point on an existing fence line; thence turn an angle of 89 degrees, 37 minutes, 36 seconds to the right and run along said fence line a distance of 62.48 feet to a pine knot in rock pile; thence turn an angle of 1 degree, 19 minutes, 39 seconds to the right and run a distance of 298.16 feet to the Point of Beginning; thence continue along the same line of direction a distance of 72.80 feet to a Point; thence turn an angle of 124 degrees, 29 minutes 44 seconds to the left and run Southeasterly a distance of 786.47 feet to a Point; thence continue in a Southeasterly direction along a curve to the right (concave Southwesterly and having a radius of 880.29 feet and a central angle of 18 degrees 52 minutes 58 seconds) an arc distance of 290.11 feet to a Point; thence run along the tangent of said curve a distance of 109.43 feet to a Point; thence run in a Southeasterly direction along a curve to the left (concave Northeasterly and having a radius of 421.45 feet and a central angle of 58 degrees 32 minutes 51 seconds) an arc distance of 430.66 feet to a Point; thence run along the tangent of said curve a distance of 601.98 feet to a Point; thence turn an angle of 37 degrees, 14 minutes 14 seconds to the right and run along a flare a distance of 95.53 feet to a Point on the West 30 foot right of way line of the 4-H Camp Road; thence turn an angle of 142 degrees, 45 minutes 30 seconds to the left and run along said right of way a distance of 182.28 feet to a Point; thence turn an angle of 127 degrees, 14 minutes, 30 seconds to the left and run along a flare a distance of 72.62 feet to a Point; thence turn an angle of 52 degrees, 45 minutes, 46 seconds to the right and run Northwesterly a distance of 585.30 feet to a Point; thence run Northwesterly along a curve to the right (concave Northeasterly and having a radius of 361.45 feet and a central angle of 58 degrees, 32 minutes 51 seconds) an arc distance of 369.34 feet; thence run along the tangent of said curve a distance of 109.43 feet to a Point; thence run Northwesterly along a curve to the left (concave Southwesterly and having a radius of 940.29 feet and a central angle of 18 degrees, 52 minutes 58 seconds) an arc distance of 309.89 feet to a Point; thence run along the tangent of said curve a distance of 745.23 feet to the Point of Beginning.

Said Parcel of land is lying in the NW 1/4 of NE 1/4 the NE 1/4 of NE 1/4 and the SE 1/4 of NE 1/4 all in Township 21, South, Range 1 East, Shelby County, Alabama.

# ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }  
 Jefferson County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Robert L. Robinson and Charles L. Robinson  
 whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day  
 that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.  
 Given under my hand and official seal this 31 day of October, 19 89.

Heidi Hays Davis  
 Notary Public

My commission expires:

6/11/91

NOTARY MUST AFFIX SEAL

# ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama }  
 \_\_\_\_\_ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that \_\_\_\_\_  
 whose name as \_\_\_\_\_ of \_\_\_\_\_  
 corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being in-  
 formed of the contents of said instrument, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

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

89 DEC -4 AM 8:36

Thomas A. Shouder, Jr.  
 JUDGE OF PROBATE

Prepared by: Connie Kiser  
 AmSouth Bank N.A.  
 P. O. Box 11007  
 Birmingham, Alabama 35288

for: Tom Neely

|                             |          |
|-----------------------------|----------|
| 1. Deed Tax -----           | \$109.80 |
| 2. Mtg. Tax -----           | 15.00    |
| 3. Recording Fee -----      | 3.00     |
| 4. Indexing Fee -----       |          |
| 5. No Tax Fee -----         | 1.00     |
| 6. Certified Copy Fee ----- |          |
| Total -----                 | \$128.80 |

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was filed

in this office for record on the \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was

duly recorded in Volume \_\_\_\_\_ of

Mortgages, at page \_\_\_\_\_, and ex-

amined.

Judge of Probate.

Charles L. Robinson and

Robert L. Robinson

TO

AmSouth Bank N.A.

MORTGAGE DEED

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