

THE STATE OF ALABAMA  
MARENGO County

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Thomas L. Alison and wife, Karen J. Alison Indebted

to ROBERTSON BANKING COMPANY, Demopolis, Ala.,

hereinafter, for convenience, called MORTGAGEE, in the principal sum of Ninety Eight Thousand One DOLLARS,  
Hundred (\$98,100.00)

as evidenced by one principal promissory note, bearing even date herewith, and payable as follows, to-wit:  
\$98,100.00, together with interest from date, bearing interest according to the terms set out on the promissory note of even date herewith, and payable according to the terms set out thereon, or any renewal or extension thereof, as further set out below, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 28th day of August, 2005.

NOW, in order to secure the prompt payment of said note when due, according to the terms shown thereon, the said undersigned,  
Thomas L. Alison and wife, Karen J. Alison

for and in consideration of the premises and the sum of Five Dollars to US this day in hand paid by said MORTGAGEE, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said MORTGAGEE the following described real estate, lying and being situated in MARENGO & SHELBY County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A".

AS SET OUT ABOVE, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out thereon, and has this day Mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof; according to the provisions of this mortgage, final payment will be due on or before August 28, 2005, and any time prior to that date, the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned Promissory Note executed this date; the mortgage is this day executed and shall be recorded in the Probate Office of Marengo County, Alabama, AS NOTICE TO ALL that said property has been pledged as security to secure the payment of the above mentioned indebtedness and any renewal or extension thereof, as well as being pledged for the security to of any Promissory Notes executed as a replacement or substitution for all or part of the above mentioned indebtedness.

THIS INSTRUMENT PREPARED  
BY WILLIAM T. COPLIN  
ATTORNEY AT LAW  
DEMOPOLIS, ALABAMA 36732

SAMMIE DANIELS, JR. HEREBY CERTIFY  
THAT SAID INSTRUMENT WAS FILED FOR  
RECORD THIS 4th DAY OF Sept. 1990  
AND RECORDED BOOK NO 477 PAGE 1-4  
MTG. TAX: 147.15  
DEED TAX:           

NO. 3  
FILED IN PROBATE OFFICE  
MARENGO COUNTY, ALA.

10:30 SEP 4 1990 P.M.  
A.M.

SAMMIE DANIELS, JR.  
JUDGE OF PROBATE  
MARENGO COUNTY, ALABAMA

To have and to Hold said above described property, which is warranted to be free from all incumbrances and adverse claims and to be owned by undersigned, to said mortgagee, its successors and assigns; But This is a Mortgage, and is given and accepted on and subject to following terms and conditions: 1. It is further agreed between the parties hereto that the undersigned shall pay for recording this mortgage and shall pay all taxes and assessments against above property when due, and shall keep all buildings now or hereafter located on said property that are insurable, insured for their insurable value, with loss, if any, payable to mortgagee, as its interest may appear, and failing to do so, said mortgagee may, at its option, pay said fee, taxes and assessments and have said buildings insured, and all sums so expended shall be secured by this mortgage, draw interest from date of payment, and be payable immediately. 2. That if undersigned, or either or any of them, should be now or hereafter become indebted to said mortgagee for money loaned, advances made, merchandise sold, or by account, overdraft, note or otherwise, before the indebtedness above mentioned is paid in full, then this mortgage shall stand as security therefor the same, in all respects, as if included in said indebtedness; 3. That in so far as this mortgage secures any indebtedness as to which said mortgagee now has or holds or hereafter takes, obtains, accepts or holds any other, further or additional security, it shall be deemed, taken and construed as additional security to and not in payment, release or discharge thereof, and this mortgage shall also secure any renewal or extension of the indebtedness or any unpaid portion thereof hereby secured, notwithstanding the same may, from time to time, be extended, renewed or evidenced by other notes given and accepted by mortgagee, whether such renewal be secured by additional mortgage or security or not, so long as said notes evidence the same or any portion of the indebtedness hereby secured; 4. That if said notes, or either or any of them, or any other debt or demand secured by this mortgage, be not paid in full when due, said mortgagee, its successors or assigns, may take immediate possession of said property, or any part thereof, and, with or without having same in their possession, sell and convey the same, at public or private sale, at their option, selling same as a whole, separately, or in lots, tracts or parcels, as they see fit or deem best, and apply proceeds of sale first, to payment of costs and expenses incident thereto, including a reasonable attorney's fee, second, to payment of the indebtedness secured thereby, all of which shall thereupon become due and payable, but in the event it is insufficient to pay all said debts, said mortgagee, its successors and assigns, shall have the right to apply such proceeds to such part or portion thereof as they see fit, and, third, the surplus, if any, shall be paid over to undersigned, and said mortgagee, its successors and assigns are authorized, in the event of public sale of said property to purchase same as if strangers to this mortgage, and auctioneer or person making sale is authorized to execute to such purchaser proper conveyances thereto; such public sale to be made in front of Court House door of MARENGO & SHELBY County, Alabama, during legal hours of sale, at public outcry, to highest bidder, for cash, after notice of time, place, and terms of sale shall have been given once a week for three successive weeks, prior to date of sale in some newspaper then published in said County, and should mortgagee deem it necessary or advisable to foreclose this mortgage through equity or other legal proceedings, then proceeds of sale may be applied to costs and expenses incident thereto, including a reasonable attorney's fee; and, 5. If the undersigned pay all debts secured by this mortgage when due the same shall be null and void, otherwise it shall remain in full force and effect.

WITNESS the hand S and seal S of the undersigned on this 30th day of August, A. D., 1990

WITNESS:

WILLIAM T. COPLIN, JR.

ATTORNEY AT LAW

201 WASHINGTON STREET

P. O. BOX 907

DEMOPOLIS, AL. 36732

Thomas L. Alison, Jr. (Seal)

Karen J. Alison (Seal)

THE STATE OF ALABAMA }

MARENGO County.

I, \_\_\_\_\_ the undersigned authority

o \_\_\_\_\_ Notary Public

in and for said

County and State, hereby certify that Thomas L. Alison and wife, Karen J. Alison

whose name<sup>s</sup> are \_\_\_\_\_ signed to the foregoing conveyance, and who are \_\_\_\_\_ known

to me, acknowledged before me this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand, this 30th day of August, 19 90.

Cindy Gibbs  
Notary Public

MY COMMISSION EXPIRES MARCH 9, 1994

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, o \_\_\_\_\_

in and for said County and State, do hereby certify that \_\_\_\_\_

and \_\_\_\_\_, whose names as \_\_\_\_\_

and \_\_\_\_\_, respectively of \_\_\_\_\_

a corporation, are 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, they, as such officers 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 the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

07C 309 576  
309 576  
X000

MORTGAGE

GIVEN BY

TO

Date \_\_\_\_\_, 19\_\_\_\_

Amount, \$ \_\_\_\_\_

Due \_\_\_\_\_, 19\_\_\_\_

THE STATE OF ALABAMA, } Office of the  
County. } Probate Court

I hereby certify that the within conveyance was fi

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

of \_\_\_\_\_, A. D., 19\_\_\_\_

and recorded in Book \_\_\_\_\_ of Mortgage

Page \_\_\_\_\_ and examined.

Probate Judge \_\_\_\_\_ Court

Recording \_\_\_\_\_

Certificate \_\_\_\_\_

Acknowledgment \_\_\_\_\_

Total \$ \_\_\_\_\_

Received payment

Judge of Probate

EXHIBIT "A"

MARENGO COUNTY

A parcel of land being approximately 45 acres known as "Cedar Grove Plantation" in the West one-half ( $\frac{1}{2}$ ) of the Northwest one-quarter ( $\frac{1}{4}$ ), Section 15, Township 17 North, Range 5 East, bounded on the North, South and East by the Old Uniontown to Faunsdale Road and the Old Uniontown to Dayton Road and on the West by the section line dividing of Section 15 and Section 16, and more particularly described in the attached survey. All situated near the City of Faunsdale, County of Marengo, State of Alabama. Including all dwellings, improvements, tenements and hereditaments appertaining thereto.

SHELBY COUNTY

A parcel of land located in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 4, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4, thence in a Northerly direction along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; a distance of 345.89 feet to the Point of Beginning; thence continue along the last described course, along said East line, a distance of 323.86 feet; thence 87 degrees 26 minutes 26 seconds left, in a Westerly direction, a distance of 1,347.14 feet to a point on the Northeast right of way line of Shelby County Highway 15; thence 97 degrees 33 minutes 25 seconds left, in a Southeasterly direction along said Right of way line a distance of 326.37 feet; thence 82 degrees 26 minutes 35 seconds left, in an Easterly direction, a distance of 1,318.68 feet to the Point of Beginning.

Subject to a 50-foot easement abutting the Eastern line for ingress and egress and a 15-foot easement abutting the North and South property lines for utilities.

Situated in Shelby County, Alabama.

The Mortgagee agrees to release the Shelby County property whenever the principal amount is reduced to \$81,750.00.

SIGNED FOR IDENTIFICATION PURPOSES:

Thomas L. Alison, Jr.  
Thomas L. Alison, Jr.

Karen J. Alison  
Karen J. Alison

Read approved and accepted under the above stated conditions.

ROBERTSON BANKING COMPANY  
BY: Al Garret  
Al Garret  
Its: Vice President

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BOOK

# LEGEND

Control points on survey line run along center line of existing gravel road and in open field west of property.

Bearings and distances along old possession line fence on right of way of public road and along west line of NW<sub>4</sub> of Section 15.

44.73 ACRES

"CEDAR GROVE PLANTATION"  
BEING A PART OF THE OLD HINS WALKER PLANTATION

SW<sub>4</sub> - NW<sub>4</sub>

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

90 SEP 13 AM 9:12

*Thomas A. Shumaker, Jr.*  
JUDGE OF PROBATE

NO TAX COLLECTED	
1. Dead Tax	—
2. Int. Tax	—
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 2.00
5. H. Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 15.00

S 3° - 04.12' W, 150.48'

S 11° - 38' W, 63.56'

S 35° - 06' W, 31.57'

S 51° - 29.4' W, 43.89'

S 70° - 12.1' W, 45.22'

S 67° - 12.5' W, 74.61'

S 87° - 35.5' W, 452.88'

N 83° - 34.3' W, 62.86'

property line fence along R/W of Public Road

N 89° - 29.3' W, 619.36'

gravel road

PLAT OF THE "CEDAR GROVE PLANTATION" LYING IN THE NW<sub>4</sub> OF THE NW<sub>4</sub> OF SECTION 15, T17N, R5E, MARENGO COUNTY, ALABAMA

ACCORDING TO MY SURVEY on the 23rd & 25th day of November, 1983, this the 26th day of November, 1983.

SCALE: 1" = 200'

*William H. Shumaker, Jr.*  
William H. Shumaker, Jr.  
ALABAMA ENGINEER NO. 1420  
Selma, Alabama 36702-0934

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West line of NW<sub>4</sub> of NW<sub>4</sub>, Section 15, T17N, R5E

N 0° - 01.47' E, 1745.64'

481.05

Section 16  
Section 15

Old Uniontown to Faunsdale Road

dirt road to plantation house

NW<sub>4</sub>

S 47° - 16.1' E, 24.81'

fence

S 1° - 12.6' W, 805.42'

gravel road