

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas Freeman Robertson and Faye Robertson, hereinafter called Mortgagors, are justly indebted to the Clerk, United States District Court for the Middle District of Tennessee, hereinafter called Mortgagee, to secure an appearance bond, in the sum of Twenty-five thousand and No/100 (\$25,000.00) Dollars according to the terms and conditions set out herein.

And whereas, Mortgagors agree, in incurring said indebtedness or obligation, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby, State of Alabama, to-wit:

A lot or parcel of land situated in the N.E. 1/4 of the N.W. 1/4 of Section 1, Township 19 South, Range 2 East, and being more particularly described as follows:

Commence at the Northeast corner of the above said quarter-quarter, thence run S 16 degrees 30 minutes W, 63.37' feet to a point in the centerline of Plantation Pipe Line, thence run S 89 degrees 13 minutes W and along said pipe line a distance of 558.4' feet, thence run S 43 degrees 41' W a distance of 197.07' feet to the point of beginning. Thence continue along same line for a distance of 100.0' feet, thence run N 45 degrees 19 minutes West a distance of 297.61' feet to a point, thence run N 89 degrees 13 minutes E a distance of 140.27' feet, thence run S 45 degrees 19 minutes E a distance of 197.5' feet to the point of beginning.

Also, commence at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 1, Township 19 South, Range 2 East; thence run South 16 deg. 30 min. West for a distance of 63.37 feet to a point in the centerline of Plantation Pipe Line; thence turn 72 deg. 43 min. 00 sec. to the right and along said centerline for a distance of 42.90 feet; thence turn 55 deg. 17 min. 30 sec. to the left for a distance of 210.0 feet; thence turn 07 deg. 43 min. 00 sec. to the left for a distance of 203.0 feet; thence turn 14 deg. 34 min. 00 sec. to the left for a distance of 128.10 feet; thence turn 03 deg. 43 min. 00 sec. to the right for a distance of 210.0 feet; thence turn 93 deg. 43 min. 00 sec. to the right for a distance of 210.0 feet; thence turn 94 deg. 25 min. 10 sec. to the right for a distance of 215.0 feet; thence turn 116 deg. 08 min. 21 sec. to the left for a distance of 210.67 feet to the point of beginning; thence continue along same line for a distance of 41.01 feet; thence turn 75 deg. 35 min. 00 sec. to the left for a distance of 100.0 feet; thence turn 98 deg. 43 min. 32 sec. to the left for a distance of 58.67 feet; thence turn 91 deg. 30 min. to the left for a distance of 102.94 feet to the point of beginning, and containing 0.115 acres, more or less.

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

This mortgage is to correct the Mortgagee designee as set forth in that certain Mortgage recorded in Book 398, Page 08, Judge of Probate, Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted property unto said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the obligation herein, the undersigned agree 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 obligation or indebtedness, the undersigned agree to keep the improvements on

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W. E. H. F.

said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, with a reputable insurance company, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and if the undersigned fail to keep said property insured as above specified, then the said Mortgagee, or its 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 extended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically insured, 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.

The Mortgagors understand and agree that this mortgage is given to secure an appearance bond for Richard Lee Robertson in the case of United States of America v. Richard Lee Robertson, Case Number CR 92-3048-MH, criminal case now pending in the United States District Court for the Middle District of Tennessee. Mortgagors further understand and agree that if and in the event that the said Richard Lee Robertson should fail to appear in the United States District Court for the Middle District of Tennessee as that court may, from time to time, direct or if the said Richard Lee Robertson shall fail to appear in any other court which may be required as part of the referenced proceedings, then the Mortgagee herein may exercise its rights herein as a condition of default. But, if the said Richard Lee Robertson shall appear in the United States District Court for the Middle District of Tennessee or in such other court as he may be required to appear, from time to time, then the Mortgagors shall be duly exonerated as sureties on said bond, and this mortgage shall be null and void, with Mortgagors to be released therefrom and the Mortgage satisfied.

Should default be made as set out above, then the whole of said indebtedness hereby secured shall become due and payable, and this mortgage be subject to foreclosure as now provided for by law in case of past due mortgages, and the said Mortgagee, its agent and 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 in mass as Mortgagee, its agents or assigns, deem best, in front of the courthouse door of said county 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 attorneys fee; second, to the payment of any amounts that have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances; third, to the payment of said indebtedness in full; and fourth, the balance, if any, to be turned over to the said Mortgagors. Mortgagors further agree that said Mortgagee, its agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefore; and Mortgagors further agree to pay a reasonable attorneys fee to said Mortgagee or its assigns, for the foreclosure of this mortgage.

IN WITNESS WHEREOF, the undersigned have hereunto set their signature and seal, this 3rd day of April, 1992.

Freeman Robertson
Freeman Robertson

Faye Robertson
Faye Robertson

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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Freeman Robertson and Faye Robertson, whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of April, 1992.


Notary Public

This instrument prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P.O. BOX 587
COLUMBIANA, ALABAMA 35051

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