

This instrument was prepared by

(Name) Arthur P. Bagby III & Robert L. Robinson, Trustee  
(Address) 3908 Jackson Blvd. B'ham, Al. 35213

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Oscar K, Perkins and wife Charlotte F. Perkins

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

Arthur P. Bagby III, an unmarried man; and Robert L. Robinson, Trustee  
under the Phoebe D. Robinson family trust dated 10-2-77

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Eleven Thousand Two Hundred..... Dollars  
(\$ 11,200.00 ), evidenced by One promissory note of even date

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,

Oscar K, Perkins and wife Charlotte F. Perkins

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:

4.01 acres more or less, as described as Tract 1 of that particular survey by James A. Riggins, Ala. Reg. No. 9428, dated Febuary 21, 1992; a copy of which is attached hereto and made a part hereof.

This mortgage is subject to:

Right acquired by Alabama Power Company as recorded in Probate Minutes 9, Page 50, in the Probate Office of Shelby County, Alabama.

Right of Way for Shelby County as recorded in Volume 276, Page 382, in the Probate Office of Shelby County, Alabama.

Right of Way for Alabama Power Company as recorded in Volume 82, Page 199, and Real 48, Page 44, in the Probate Office of Shelby County, Alabama.

Subject to easements, rights of way and all matters of public record.

Less and except oil and gas rights, mineral and mining rights.

Mortgagors shall not in any way sell, give, grant or dispose of the timber, rocks, soil, water or any asset of this property without the express written consent of Mortgagees; and a commensurate reduction of this mortgage amount; until this mortgage shall have been paid in full.

Inst # 1992-08824

05/19/1992-08824

01:02 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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

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

have hereunto set signature and seal, this

day of , 19

X Oscar H Perkins (SEAL)  
X Charlotte F Perkins (SEAL)  
(SEAL)  
(SEAL)

THE STATE of

COUNTY }

I,  
hereby certify that

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

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance

known to me acknowledged before me on this day,

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30

day of April, 1992

Betty Ruth Hawthorne Notary Public.

My Commission Expires April 18, 1993

THE STATE of

Alabama  
Jefferson COUNTY }

I,  
hereby certify that

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

whose name as  
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.

of

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 30

day of April, 1992

Betty Ruth Hawthorne, Notary Public

My Commission Expires April 18, 1993

Return to:

TO

MORTGAGE DEED

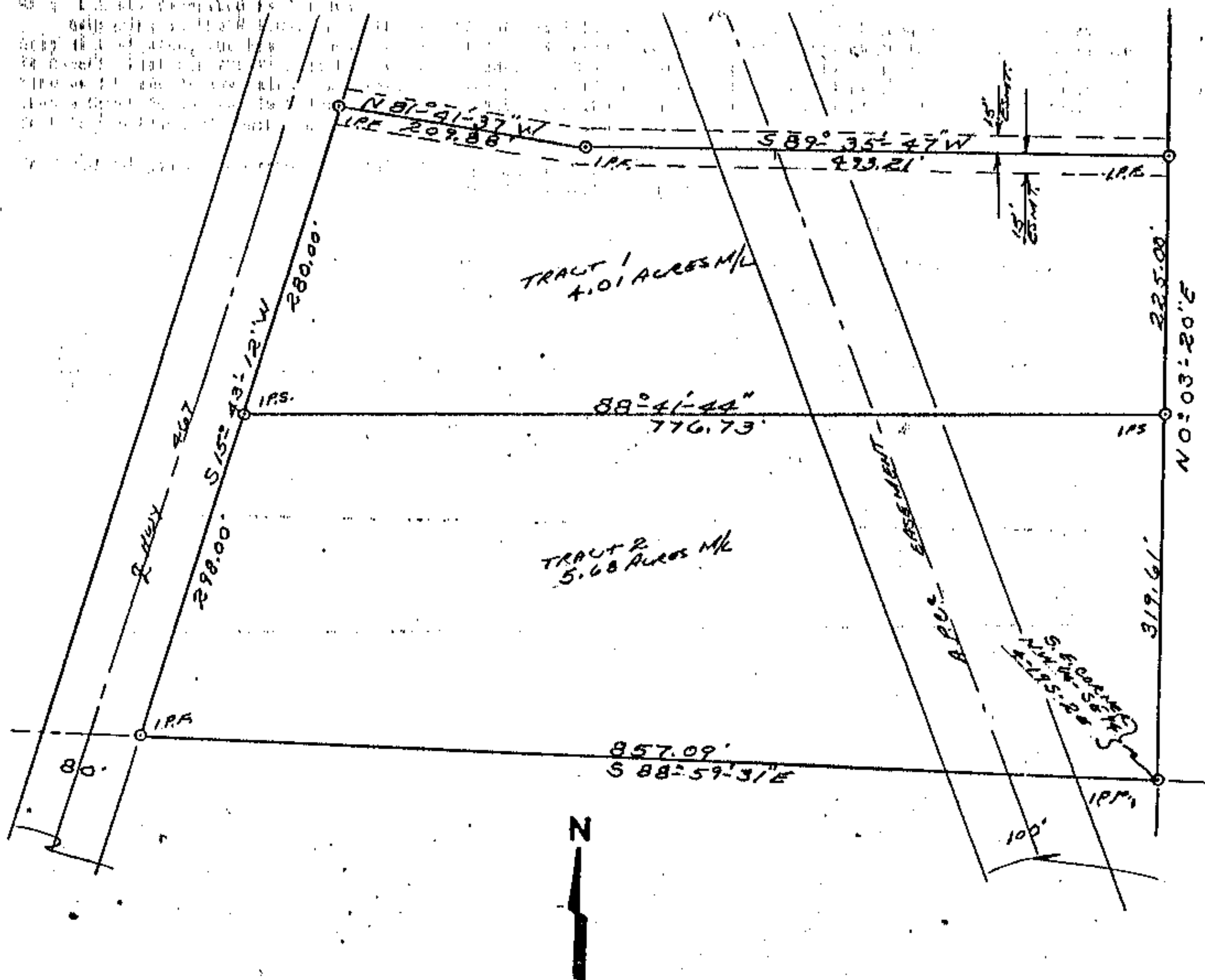
This form furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH  
BIRMINGHAM, ALABAMA 35203-2693  
(205) 251-2871

LT006

B.T. 4



**NOTE:**

Survey based in part on a previous survey of the S.W. 1/4 of the N.E. 1/4 and the N.W. 1/4 of the S.E. 1/4 of Section 4, Township 19 South, Range 2 East by A. Frazier Christy P.E., L.S. No. 10246 Dated Oct. 12, 1978, and on iron pins found.

**TRACT 1:**

STATE of ALABAMA:  
COUNTY of SHELBY:

I, James A. Riggins, a registered Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and correct map of a parcel of land situated in the N.W. 1/4 of the S.E. 1/4 of Section 4, Township 19 South, Range 2 East, described as follows:

Commence at the S.E. Corner of the N.W. 1/4 of the S.E. 1/4 of Section 4 and go North 00 Degrees 03 Minutes 20 Seconds East along the East Boundary of said 1/4 - 1/4 Section for 319.61 feet to the Point of Beginning; thence continue North 00 Degrees 03 Minutes 20 Seconds East along said East Boundary for 225.00 feet; thence South 89 Degrees 35 Minutes 47 Seconds West along an existing chert road for 493.21 feet; thence North 81 Degrees 41 Minutes 37 Seconds West along said chert road for 209.88 feet to the East Boundary of Shelby County Highway No. 467; thence South 15 Degrees 43 Minutes 12 Seconds West along said East Boundary for 280.00 feet; thence North 88 Degrees 41 Minutes 44 Seconds East for 776.73 feet to the East Boundary of said 1/4 - 1/4 Section and the Point of Beginning, containing 4.01 Acres more or less.

DATE: FEBRUARY 24, 1992

SIGNED: James A. Riggins  
James A. Riggins Reg. No. 9428

**TRACT 2:**

STATE of ALABAMA:  
COUNTY of SHELBY:

I, James A. Riggins, a registered Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and correct map of a parcel of land situated in the N.W. 1/4 of the S.E. 1/4 of Section 4, Township 19 South, Range 2 East, described as follows:

Beginning at the S.E. Corner of the N.W. 1/4 of the S.E. 1/4 of Section 4 go North 00 Degrees 03 Minutes 20 Seconds East along the East Boundary of said 1/4 - 1/4 Section for 319.61 feet; thence South 88 Degrees 41 Minutes 44 Seconds West for 776.73 feet to the East Boundary of Shelby County Highway No. 467; thence South 15 Degrees 43 Minutes 12 Seconds West along said East Boundary for 280.00 feet to the South Boundary of said 1/4 - 1/4 Section; thence South 88 Degrees 59 Minutes 31 Seconds East along the South Boundary of said 1/4 - 1/4 Section for 857.09 feet to the Point of Beginning, containing 5.68 Acres more or less.

DATE: FEBRUARY 24, 1992

SIGNED: James A. Riggins  
James A. Riggins Reg. No. 9428

Inst # 1992-08824

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SHELBY COUNTY JUDGE OF PROBATE

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