

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,

Randy Clayton Dorough and wife Judy A. Dorough
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Arthur P. Bagby III & Robert L. Robinson, Trustee under the
Phoebe D. Robinson Family Trust, dated 10-2-77

(hereinafter called "Mortgages", whether one or more), in the sum
of Twenty-Seven Thousand Six Hundred Fifty..... Dollars
(\$ 27,650.00), 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,

Randy Clayton Dorough and wife Judy A. Dorough

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:

11.73 acres more or less, as described as Tract I of that particular survey by James A. Riggins, Ala. Reg. No. 9428, dated June 4, 1992; a copy of which is attached hereto and made a part hereof.

This Mortgage is subject to:

Rights 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, restrictions and all matters of public record.

Less and except mineral and mining rights, oil and gas rights and all rights incidental thereto.

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.

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

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.

have hereunto set signature and seal, this

day of

. 19

day of _____, 19____

Rand C Powell (SEAL)

Maty A. Wrough (SEAL)

(SEAL)

(SEAL)

THE STATE of *Alabama*
Jefferson COUNTY

I, Suzanne Kuechenmeister, a Notary Public in and for said County, in said State,
hereby certify that Randy Dorough & Judy Dorough

whose name *are* assigned 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 *have* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of July, 1992
Suzanne Trechmann Notary Public.

THE STATE of _____
COUNTY _____

My Commission Expires April 18, 1993

I,
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:

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MORTGAGE DEAD

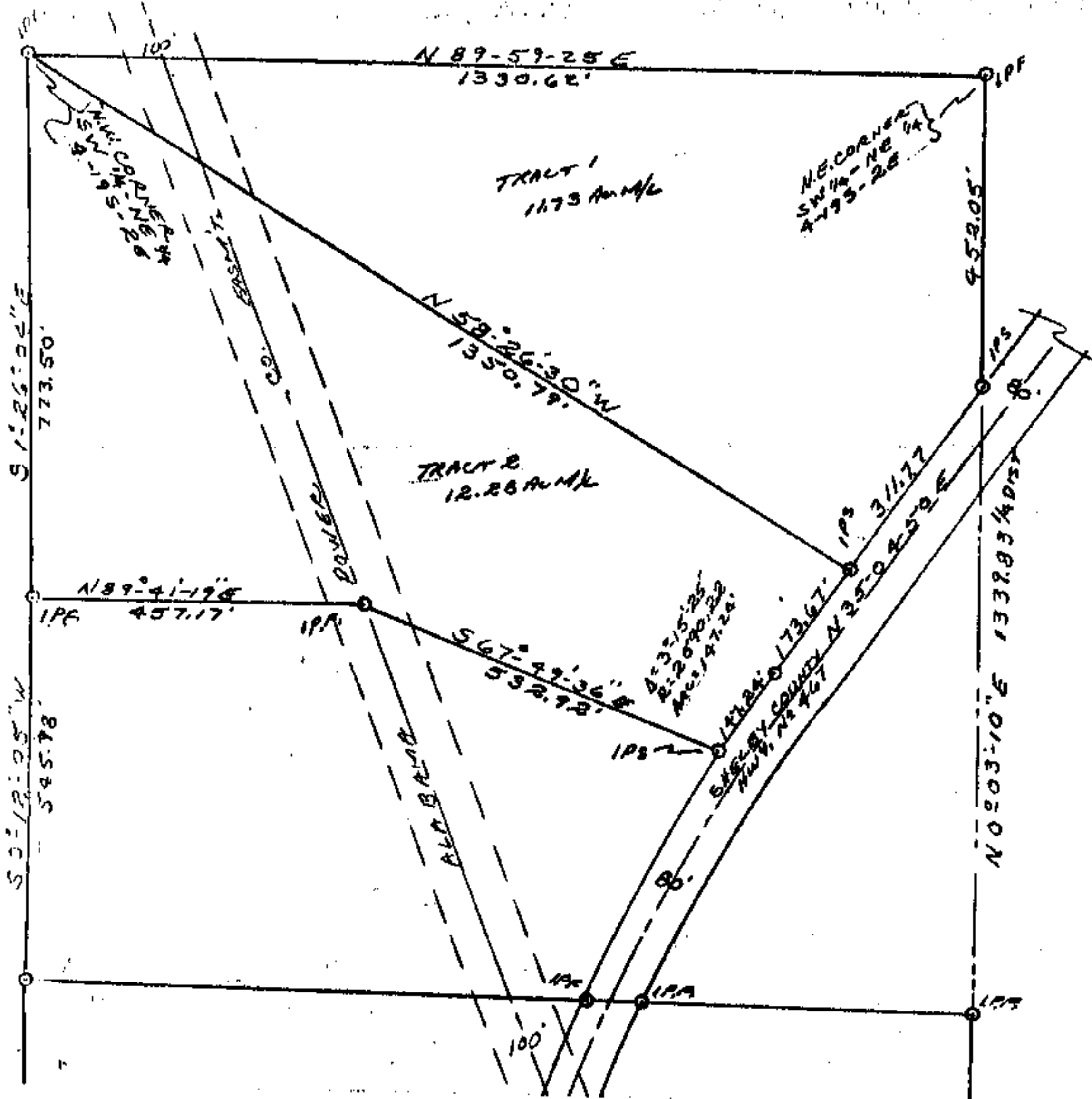
This form furnished by

LAND TITLE COMPANY OF ALABAMA

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

...

LT006



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. and L.S. No. 10246 Dated Oct. 12, 1978, and on iron pins found.

SCALE: 1"=200'

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 S.W. 1/4 of the N.E. 1/4 of Section 4, Township 19 South, Range 2 East, described as follows:

Beginning at the N.E. Corner of the S.W. 1/4 of the N.E. 1/4 of Section 4 go South 89 Degrees 59 Minutes 25 Seconds West along the North Boundary of said 1/4 - 1/4 Section for 1330.62 feet to the N.W. Corner of said 1/4 - 1/4 Section; thence South 58 Degrees 26 Minutes 30 Seconds East for 1350.79 feet to the Westerly Boundary of Shelby County Highway No. 467; thence North 35 Degrees 04 Minutes 50 Seconds East along the Westerly Boundary of Shelby County Highway No. 467 for 311.77 feet to the East Boundary of said 1/4 - 1/4 Section; thence North 00 Degrees 03 Minutes 10 Seconds East along said East Boundary for 452.05 feet to the Point of Beginning, containing 11.73 Acres more or less.

DATE: JUNE 4, 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 S.W. 1/4 of the N.E. 1/4 of Section 4, Township 19 South, Range 2 East, described as follows:

Beginning at the N.W. Corner of the S.W. 1/4 of the N.E. 1/4 of Section 4 go South 01 Degrees 26 Minutes 04 Seconds East along the West Boundary of said 1/4 - 1/4 Section for 773.50 feet; thence North 89 Degrees 41 Minutes 19 Seconds East for 457.17 feet; thence South 67 Degrees 49 Minutes 36 Seconds East for 532.92 feet to a point on a curve on the Westerly Boundary of Shelby County Highway No. 467, said curve having a central angle of 03 Degrees 15 Minutes 27 Seconds and a radius of 2590.22 feet; thence Northeasterly along said curve and said Westerly Boundary for 147.24 feet to the Point of Tangent; thence North 35 Degrees 04 Minutes 50 Seconds East along the Westerly Boundary of said highway for 173.67 feet; thence North 58 Degrees 26 Minutes 30 Seconds West for 1350.79 feet to the Point of Beginning, containing 12.28 Acres more or less.

DATE: JUNE 4, 1992

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

Inst # 1992-13303

07/07/1992-13303
03:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 53.05