

This instrument was prepared by

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

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SAMUAL LEON MOON AND WIFE, LISA D, MOON

(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 "Mortgagee", whether one or more), in the sum

of THIRTEEN THOUSAND Dollars
(\$ 13,000.00), 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,

SAMUAL LEON MOON AND WIFE, LISA D. MOON

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:

Lots 3,4 and 5 of the Survey of Silo Acres, First Sector; as recorded in the Map Book 7, Page 172 in the Office of the Judge of Probate, Shelby County, Alabama.

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

This conveyance is subject to easements, rights-of-way, restrictions and all matters of public record.

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 the Mortgagees; and a commensurate reduction of the then mortgage balance due; until this Mortgage shall have been paid in full.

Inst # 1992-13846

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 our signature 7 and seal, this

13th day of July, 1992
 Samuel Leon Moon (SEAL)
 Lisa D. Moon (SEAL)
 (SEAL)
 (SEAL)

COUNTY

1. Kathy K. Hamilton

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

hereby certify that SAMUEL L. MOON AND WIFE LISA D. MOON

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

Given under my hand and official seal this

134

day of

Kathy K. Hamilton, Notary Public.
my commission expires 12/2/92

COUNTY

1. ~~Kathy K. Hamilton~~

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

hereby certify that

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

154

day of

, 19~~92~~

Kathy K. Hamilton, Notary Public

II

MORTGAGE DEED

Inst # 1992-13846

07/13/1992-13846
04:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 28.50

This form furnished by

LAND TITLE COMPANY OF ALABAMA

500 20TH STREET NORTH

BIRMINGHAM, ALABAMA 35203-2693

(205) 251-2871

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