This instrument was prepared by	
Bruce L. Gordon, Gordon, Silberman, Wiggins & Childs	-
(Address) 1400 SouthTrust Tower, Birmingham, Alabama 35203	
MORTGAGE. LAND TITLE COMPANY OF ALABAMA, Nirmingham, Alabama	
STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS: That Whereas,	
COUNTY SHELBY	
Higginbotham Oil Company, Inc., an Alabama corporation,	
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to	
Dewey Charles Bates, a married man,	
(hereinafter called "Mortgagee", whether one or more), in One Hundred Thousand and no/100	the sum Dollars
(\$ 100,000.00), evidenced by Promissory Note of even date herewith.	Dollars
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And Wherens, 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,	
Higginbotham Oil Company, Inc.	
and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following do real estate, situated in Shelby	_
(see attached for legal description of property)	
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This is a second mortgage which is subordinate to that certain Mortgage from Mortgagors to The Peoples Bank and Trust Company in the amount of Four Hundred Thousand and no/100 Dollars executed simultaneously herewith.

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

Land Title

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 assigns, 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 weck 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 V	WHEREOF the und	ter a Buca	Higginbotham Oil Company,	
have hereunto set	their signature	S and seal, t	this 24th day of November Higginbotham Oil Co BY THE	
THE STATE of JEFFERSON	ALABAMA	COUNTY		
I,		,	, a Notary Public in an	nd for said County, in said State,
		e e e e fatterweg i	•	·
hereby certify that whose name are si	igned to the forego	ing conveyance, s		nowledged before me on this day,
whose name are si	of the contents of	the conveyance	and who are known to me ack they executed the same voluntarily day of	
whose name are si that being informed Given under my	of the contents of	the conveyance	they executed the same voluntarily	on the day the same bears date.
whose name are si that being informed Given under my THE STATE of SHELBY	hand and official and ALABAMA	the conveyance eal this	they executed the same voluntarily day of	on the day the same bears date.
whose name are sitted that being informed Given under my THE STATE of SHELBY I, Rose hereby certify that whose name as a corporation, is signed informed of the state of the	hand and official and and official and and official and and official and ALABAMA ALABAMA Burnie A. President gned to the foregothe contents of such	the conveyance county county Higginbothan	they executed the same voluntarily day of a Notary Public in as m, Sr. of Higginbotham Oil Compand who is known to me, acknowledge, as such officer and with full author	on the day the same bears date. 19 Notary Public. nd for said County, in said State any, Inc. ged before me, on this day that ity, executed the same voluntarily
whose name are sitted that being informed Given under my THE STATE of SHELBY I, Rose hereby certify that whose name as a corporation, is significant of the for and as the act of the for an act of the for a contract of the formation and the formation	hand and official and and official and and official and and official and ALABAMA ALABAMA Burnie A. President gned to the foregothe contents of such	county } county } re Higginbothan ing conveyance, ch conveyance,	they executed the same voluntarily day of a Notary Public in as m, Sr. of Higginbotham Oil Compand who is known to me, acknowledge, as such officer and with full author	on the day the same bears date, 19 92. Notary Public. any, Inc. ged before me, on this day that

GE DEED

MORTGA

This form furnished by

600 20TH STREET NORTH BIRMINGHAM, ALABAMA 35203-2693

(205) 251-2871

PANY OF ALABAMA

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EXHIBIT "A"

REAL PROPERTY

Parcel:

The following is a description of a tract of land situated in the SW\ of the NE\ and the NW\ of the Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, and being more particularly described as follows:

Beginning at the NE corner of the Lot 16 of Fancher Subdivision as recorded in Map Book 4, Page 31 in the office of Judge of Probate of Shelby County, Alabama; thence run northerly along the west line of Hick's Street a distance of 320.31 feet to a point on the intersection point of said Hick's Street and Alabama Highway #25; thence turn 82°-46'left and run northwesterly along the south right-of-way line to said Highway #25 a distance of 150 feet to a point; thence turn 97°-14'left and run southerly a distance of 327.31 feet to the NW corner of said lot 16 of said Fancher subdivision; thence turn 82°-46'left and run easterly along the north line of said lot 16 a distance of 150.00 feet to the point of beginning and containing 47,664.12 square feet (1.094 acres), more or less, and subject to all agreements, easements and/or restrictions of probated records or applicable law.

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