

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

}

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert E. Thomson and wife, Sally L. Thomson

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

Annie Eloise Barton and husband, Jesse Davis Barton, Jr.

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVENTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS-----Dollars (\$ 75,750.00 ), evidenced by a 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,

Robert E. Thomson and wife, Sally L. Thomson

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:

SEE LEGAL DESCRIPTION AS EXHIBIT "A"

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12:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
127.20

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

15th day of December, 1993

*Robert E. Thomson*  
*Sally L. Thomson - his attorney in fact* (SEAL)  
Robert E. Thomson, by and through his  
Attorney-In-Fact, Sally L. Thomson (SEAL)

*Sally L. Thomson* (SEAL)  
Sally L. Thomson (SEAL)

THE STATE of ALABAMA }  
SHELBY COUNTY }

ADDITIONAL NOTARY ATTACHED

I, Courtney H. Mason, Jr. , a Notary Public in and for said County, in said State,  
hereby certify that Sally L. Thomson, a married woman

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

Given under my hand and official seal this 15th day of December, 1993  
Notary Public.

THE STATE of COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
COUNTY 3-5-95

I, , 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 day of , 19  
Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

EXHIBIT "A"

A parcel of land containing 5.05 acres in the S.W.1/4 of Section 28, Township 19 South, Range 2 West, Shelby Co., Ala., described as follows:  
Commence at the Northwest corner of said Quarter Section,  
Thence run South along the West Section line 1354.34 feet to the centerline of Alabama Highway #119,  
Thence turn left 79 deg. 09 min. 30 sec. and run Southeast 58.64 feet to the intersection of the Southeast right-of-way of Highway #119 and the East right-of-way of Indian Trail,  
Thence turn left 43 deg. 00 min. 33 sec. and run Northeast 242.40 feet along said Highway #119 right-of-way,  
Thence turn right 92 deg. 49 min. 47 sec. and run Southeast 641.68 feet to the point of beginning:  
Thence turn left 19 deg. 15 min. 04 sec. and run Southeast 501.36 feet,  
Thence turn left 75 deg. 05 min. 39 sec. and run Northeast 105.14 feet to the center of Cahaba Valley Creek,  
Thence turn left 42 deg. 39 min. 46 sec. and run Northeast 38.75 feet along said creek,  
Thence turn right 33 deg. 16 min. 12 sec. and run Northeast 71.30 feet along said creek,  
Thence turn right 18 deg. 00 min. 07 sec. and run Northeast 135.64 feet along said creek,  
Thence turn left 37 deg. 50 min. 17 sec. and run Northeast 78.12 feet along said creek,  
Thence turn left 15 deg. 09 min. 42 sec. and run Northeast 60.45 feet along said creek,  
Thence turn left 96 deg. 12 min. 34 sec. and run Northwest 200.75 feet,  
Thence turn right 24 deg. 35 min. 00 sec. and run Northwest 102.99 feet,  
Thence turn right 39 deg. 05 min. 44 sec. and run Northwest 366.23 feet,  
Thence turn left 125 deg. 30 min. 13 sec. and run Southwest 498.73 feet to the point of beginning.

*JLB*  
*abb*

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*DLK*