This instrument was prepared by

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(Address) 100 Concourse Parkway, Suite 350, Birmingham, Alabama 35244

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

Patricia Jane Smith

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

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 ATTACHED AT EXHIBIT "A"

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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 Mortgages 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 Mortgages 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, thi	Robert E. Thomson Attorney-Yn-Fact, Sally L. Thomson	er 1993 Whichtoney where (SEAL) Y and through his Ly L. Thomson (SEAL) (SEAL)
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THE STATE of ALABA	}		
I, Courtney H. Sal	mason, Jr. ly L. Thomson, a marri	· -	and for said County, in said State,
Hereny certify that Dar	1) D. 11101110011, C		
whose name 18 signed to	o the foregoing conveyance, and	who is known to me a	knowledged before me on this day,
		he executed the same voluntari	ly on the day the same bears date.
Given under my hand a		day of December	, 19 <u>8</u> 3
	OURTNEY H. MASON, JR.		Notary Public.
I, hereby certify that	COUNTY	, a Notary Public in	and for said County, in said State,
being informed of the confor and as the act of said of	o the foregoing conveyance, an tents of such conveyance, he, corporation.	as such officer and with full auth	edged before me, on this day that, ority, executed the same voluntarily
a corporation, is signed to being informed of the con for and as the act of said of	the foregoing conveyance, an tents of such conveyance, he,	d who is known to me, acknowle	
a corporation, is signed to being informed of the con for and as the act of said of	o the foregoing conveyance, an tents of such conveyance, he, corporation.	d who is known to me, acknowle as such officer and with full auth day of	ority, executed the same voluntarily

PARCEL #2:

A parcel of land containing 3.35 acres, more or less, located in the SW of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the NW corner of the Swa of said Section 28; Thence run South along the West Section line a distance of 1354.34 feet to the centerline of Alabama Highway #119;

Thence turn left 79 09' 30" a distance of 58.64 feet to the intersection of the Southeasterly right-of-way of said Highway and the Easterly rightof-way of Indian Trail;

Thence turn left 43 00' 33" along said Highway a distance of 242.40 feet

to the point of beginning;

Thence continue last_course a distance of 251.70 feet; Thence turn right 93° 12' 36" a distance of 529.07 feet;

Thence turn right 62°51' 00" a distance of 277.64 feet;

Thence turn right 116 46' 11" a distance of 641.68 feet to the point of beginning.

There exist an easement across the South side of the above described

parcel along the existing drive.

SHELBY COUNTY JUDGE OF PROBATE PM CERTIFIED