

THE STATE OF ALABAMA
Shelby County

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Randall R. Morris and wife, Donna R. Morris
are justly _____ indebted
to ROBERTSON BANKING COMPANY, Demopolis, Ala.,

hereinafter, for convenience, called **MORTGAGEE**, in the principal sum of _____
Sixty nine thousand one hundred seventeen and 00/100--(\$69,117.00)-----DOLLARS,

as evidenced by one principal promissory note _____, bearing even date herewith, and payable as follows, to-wit:

\$69,117.00, together with interest from date, bearing interest according to the terms set out on the Promissory Note of even date herewith, and payable according to the terms set out thereon, or any renewal or extension thereof, as further set out below, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of June, 1996.

NOW, in order to secure the prompt payment of said note _____ when due, according to the terms shown thereon, the said undersigned,
Randall R. Morris and wife, Donna R. Morris

for and in consideration of the premises and the sum of Five Dollars to _____ US _____ this day in hand paid by said **MORTGAGEE**, the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said **MORTGAGEE** the following described real estate, lying and being situated in _____ Shelby County, Alabama, to-wit:

Inst # 1995-26887

"SEE ATTACHED PAGE"

09/25/1995-26887
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 117.30

AS SET OUT ABOVE, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out hereon, and has this day Mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof; according to the provisions of this Mortgage, final payment will be due on or before June 1, 1996, and any time prior to that date, the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned promissory note executed this date; this mortgage is this day executed and shall be recorded in the Probate Office of Shelby County, Alabama, AS NOTICE TO ALL THAT said property has been pledged as security to secure the payment of the above mentioned indebtedness any renewal or extension thereof, as well as being pledged for the security of any Promissory Note executed as a replacement or substitution for all or part of the above mentioned indebtedness.

To have and to Hold said above described property, which is warranted to be free from all incumbrances and adverse claims and to be owned by undersigned, to said mortgagee, its successors and assigns; But This Is a Mortgage, and is given and accepted on and subject to following terms and conditions: 1. It is further agreed between the parties hereto that the undersigned shall pay for recording this mortgage and shall pay all taxes and assessments against above property when due, and shall keep all buildings now or hereafter located on said property that are insurable, insured for their insurable value, with loss, if any, payable to mortgagee, as its interest may appear, and failing to do so, said mortgagee may, at its option, pay said fee, taxes and assessments and have said buildings insured, and all sums so expended shall be secured by this mortgage, draw interest from date of payment, and be payable immediately. 2. That if undersigned, or either or any of them, should be now or hereafter become indebted to said mortgagee for money loaned, advances made, merchandise sold, or by account, overdraft, note or otherwise, before the indebtedness above mentioned is paid in full, then this mortgage shall stand as security therefor the same, in all respects, as if included in said indebtedness; 3. That in so far as this mortgage secures any indebtedness as to which said mortgagee now has or holds or hereafter takes, obtains, accepts or holds any other, further or additional security, it shall be deemed, taken and construed as additional security to and not in payment, release or discharge thereof, and this mortgage shall also secure any renewal or extension of the indebtedness or any unpaid portion thereof hereby secured, notwithstanding the same may, from time to time, be extended, renewed or evidenced by other notes given and accepted by mortgagee, whether such renewal be secured by additional mortgage or security or not, so long as said notes evidence the same or any portion of the indebtedness hereby secured; 4. That if said notes, or either or any of them, or any other debt or demand secured by this mortgage, be not paid in full when due, said mortgagee, its successors or assigns, may take immediate possession of said property, or any part thereof, and, with or without having same in their possession, sell and convey the same, at public or private sale, at their option, selling same as a whole, separately, or in lots, tracts or parcels, as they see fit or deem best, and apply proceeds of sale first, to payment of costs and expenses incident thereto, including a reasonable attorney's fee; second, to payment of the indebtedness secured thereby, all of which shall thereupon become due and payable, but in the event it is insufficient to pay all said debts, said mortgagee, its successors and assigns, shall have the right to apply such proceeds to such part or portion thereof as they see fit, and, third, the surplus, if any, shall be paid over to undersigned, and said mortgagee, its successors and assigns are authorized, in the event of public sale of said property to purchase same as if strangers to this mortgage, and auctioneer or person making sale is authorized to execute to such purchaser proper conveyances thereto; such public sale to be made in front of Court House door of _____ Shelby County, Alabama, during legal hours of sale, at public outcry, to highest bidder, for cash, after notice of time, place, and terms of sale shall have been given once a week for three successive weeks, prior to date of sale in some newspaper then published in said County, and should mortgagee deem it necessary or advisable to foreclose this mortgage through equity or other legal proceedings, then proceeds of sale may be applied to costs and expenses incident thereto, including a reasonable attorney's fee; and, 5. If the undersigned pay all debts secured by this mortgage when due the same shall be null and void, otherwise it shall remain in full force and effect.

WITNESS the hand _____ and seal _____ of the undersigned on this 22 day of September, A. D., 19 95

WITNESS:

Randall R. Morris (Seal)

Donna R. Morris (Seal)

MTX

THE STATE OF ALABAMA }
Marengo County. }
I, _____ the undersigned authority
a _____ Notary Public _____ in and for said
County and State, hereby certify that _____ Randall r. Morris and wife, Donna R. Morris
_____ whose name _____ are _____ signed to the foregoing conveyance, and who _____ are _____ known
to me, acknowledged before me this day, that, being informed of the contents of the conveyance, they have _____ executed the same
voluntarily on the day the same bears date.
Given under my hand, this _____ 22 _____ day of _____ September _____, 19 _____ 95

NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 23, 1993

STATE OF ALABAMA
COUNTY OF _____
I, _____, _____,
in and for said County and State, do hereby certify that _____
and _____, whose names as _____
and _____, respectively of _____
a corporation, are 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, they, as such officers and with full authority, executed the same voluntarily for and as the act of said
corporation, on the day the same bears date.
Given under my hand and official seal this the _____ day of _____, 19 _____

Prepared by:
Albert H. Garrett
P.O. Box 490
Demopolis, Al. 36732

MORTGAGE
GIVEN BY _____
TO _____
Date _____, 19_____
Amount, \$ _____
Due _____, 19_____
THE STATE OF ALABAMA, } Office of the
County, } Probate Court
I hereby certify that the within conveyance was filed
in this office for record on _____ day
of _____, A. D., 19_____
and recorded in Book _____ of Mortgages
Page _____ and examined.
Probate Judge _____ County
Recording _____
Certificate _____
Acknowledgment _____
Total \$ _____
Received payment _____
Judge of Probate _____
BARNARD - ST. LOUIS

SCHEDULE A, CONTINUED
LEGAL DESCRIPTION

The NW 1/4 of NE 1/4, Section 7, Township 21 South, Range 1 East, Shelby County, Alabama. Less and except that portion previously conveyed to Randall and Donna Morris as described in Deed Book 305, Page 870, in Probate Office.

Also, a part of the SW 1/4 of NE 1/4, Section 7, Township 21 South, Range 1 East, described as follows: Beginning at a point in the center of the public road 50 feet West from the Northeast corner of said SW 1/4 of NE 1/4 and running Southwest in center of said road 402 feet; thence North 40 degrees West 365 feet to North line of said Quarter-Quarter Section; thence East along the North line to point of beginning. Except therefrom the road right of way.

A part of the SW 1/4 of NE 1/4 of Section 7, Township 21 south, Range 1 East, described as beginning at a point on the West line of said Columbiana-Wilsonville Highway about 50 feet West of the NE corner of said forty acres and running Southwesterly along said Highway 402 feet to the point of beginning; thence Northwest 365 feet, more or less, to a point on the North line of said forty acres; thence West 518 feet to a small branch; thence Southerly along the meanderings of said branch (crossing the Chelsea road) about 700 feet to the Northwest line of said Highway; thence Northeasterly along said Highway 1153.03 feet, more or less, to the point of beginning. EXCEPTING the Bethel Church lot being more particularly described as follows: A part of the SW 1/4 of NE 1/4 of Section 7, Township 21 South, Range 1 East, more particularly described as follows: Commencing at the NW corner of NE 1/4 of NE 1/4 of Section 7, Township 21 South, Range 1 East and run South 2 degrees 45 minutes East 1263.40 feet; thence angle to left and run South 51 degrees 12 minutes West 996.25 feet to point of beginning of lot herein described; thence run North 47 degrees 21 minutes West 294.80 feet; thence run South 55 degrees 45 minutes West 130.70 feet; thence run South 49 degrees 12 minutes East 317.82 feet; thence run North 46 degrees 01 minutes East along North right of way line of Columbiana-Wilsonville highway a distance of 86.78 feet to point of beginning.

Randall R. Morris
Randall R. Morris

Donna R. Morris
Donna R. Morris

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