

This instrument was prepared by

(Name) Mark E. Hoffman, Esquire

(Address) 1300 20th Street South, Suite 302, Birmingham, Alabama 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT J. DOW, a married man,

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

SOUTHERN SEEDING SERVICES, INC., an Alabama corporation,

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

of TWENTY-SIX THOUSAND FIVE HUNDRED EIGHTY TWO and 00/100----- Dollars
(\$ 26,582.00), evidenced by Real Estate Mortgage Note executed simultaneously herewith.

1995-29871

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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 J. DOW

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 Attached Exhibit "A"

Said property being conveyed is not the homestead of the Mortgagor.

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 his signature and seal, this 10th day of October, 19 95
Robert J. Dow (SEAL)
 ROBERT J. DOW (SEAL)
 (SEAL)
 (SEAL)

THE STATE of ALABAMA

SHELBY COUNTY

I, *Judy C. Wagley*, a Notary Public in and for said County, in said State, hereby certify that ROBERT J. DOW, a married man,

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of October, 1995
Judy C. Wagley Notary Public.

THE STATE of

COUNTY

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

I, 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 furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH
 BIRMINGHAM, ALABAMA 35203-2693
 (205) 251-2871

LT006

B.T. 4

EXHIBIT "A"

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning; thence proceed in a Northerly direction along the East line of said Section 12 for 751.83 feet to an iron pin set; thence with a deflection left of 82 degrees, 48 minutes, 22 seconds, proceed in a Northwesterly direction for 686.04 feet to an iron pin set on the Southeasterly right of way line of Shelby County Road #26; said right of way being in a curve to the right; said curve having a central angle of 33 degrees, 06 minutes, 01 seconds, a radius of 994.83 feet and a chord of 571.53 feet; thence with a deflection left of 68 degrees, 34 minutes, 04 seconds from tangent of said curve and leaving said right of way, proceed in a Southeasterly direction for 343.75 feet to an iron pin set on the South line of said Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama; thence with a deft deflection of 65 degrees, 38 minutes, 32 seconds, proceed in an Easterly direction along the South line of said Section 12 for 824.18 feet to the point of beginning.

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