

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Youngblood Enterprises, Inc., an Alabama corporation
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Carl E. Robertson and wife, Joyce G. Robertson

(hereinafter called "Mortgagee", whether one or more), in the sum
of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars
(\$192,500.00), evidenced by one promissory real estate mortgage note executed
this 20th day of September, 1993, due and payable in accordance with the
terms and provisions of said note.

11/10/1997-36867
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
300.75

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,

Youngblood Enterprises, Inc., an Alabama corporation

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:

A parcel of land in the NE 1/4, NW 1/4, Section 27, Township 19
South, Range 1 East, Shelby County, Alabama; being more particularly
described as follows:

Commence at the Southwest Corner of the Northeast Quarter of the
Northwest Quarter of Section 27, Township 19 South, Range 1 East for
the point of beginning; thence run South 82 deg. 30 min. east along a
fence line for 573.65 feet to the north right of way line of U.S.
Highway No. 280; thence run North 75 deg. 00 min. east along the
north right of way line for a distance of 607.56 feet to the center
of Muddy Prong Creek; thence along said center of said creek North 43
deg. 24 min. 32 sec. west for 54.68 feet; thence North 26 deg 14 min.
28 sec. west for 91.83 feet along center of creek; thence North 69
deg. 15 min. 13 sec. west for 55.81 feet along center of creek;
thence North 79 deg. 11 min. 26 sec. west for 41.06 feet along center
of creek; thence North 21 deg. 42 min. 04 sec. east for 52.45 feet
along center of creek; thence North 07 deg. 21 min. 32 sec. east for
37.95 feet along center of creek; thence North 29 deg. 05 min. 33
sec. east for 62.35 feet along center of creek; thence South 87 deg.
48 min. 51 sec. east for 51.41 feet along center of creek; thence
South 63 deg. 32 min. 40 sec. east for 43.09 feet along center of
creek; thence South 80 deg. 54 min. 17 sec. east for 12.80 feet along
center of creek; thence North 21 deg. 12 min. 41 sec. east for 22.36
feet along center of creek; thence North 14 deg. 25 min. 21 sec. west
for 69.71 feet along center of creek; thence North 51 deg. 55 min. 24
sec. east for 47.28 feet along center of creek; thence North 75 deg.
36 min. 29 sec. west for 15.0 feet; thence North 84 deg. 40 min. 31
sec. west for 322.65 feet; thence South 73 deg. 48 min. 42 sec. west
for 111.77 feet; thence South 71 deg. 34 min. 58 sec. west for 76.26
feet; thence South 64 deg. 19 min. 57 sec. west for 183.81 feet;
thence South 70 deg. 19 min. 05 sec. west for 102.81 feet; thence
South 66 deg. 49 min. 37 sec. west for 153.32 feet; thence South 13
deg. 12 min. 37 sec. west for 535.31 feet to the point of beginning.
Containing 15.8 acres more or less.

THIS IS A PURCHASE MONEY MORTGAGE.

It is understood and agreed that the mortgagor herein shall have the right to
prepay all or any part of said above indebtedness, without penalty, by paying
such amount of principal plus the accrued interest as of such prepayment date.

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

Inst # 1997-36867

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

Youngblood Enterprises, Inc., an Alabama corporation

have hereunto set OUR signature and seal, this 20th day of September, 1993
YOUNGBLOOD ENTERPRISES, INC.
an Alabama corporation (SEAL)
By: Roger D. Youngblood (SEAL)
Its President (SEAL)
(SEAL)

THE STATE of }
COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day,
that being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19____
Notary Public.

THE STATE of ALABAMA }
SHELBY COUNTY }
I, _____ the undersigned authority _____, a Notary Public in and for said County, in said State,
hereby certify that Roger D. Youngblood
whose name as _____ President of Youngblood Enterprises, Inc.
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 20th day of September, 1993
Constance M. Foster Jr. Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1997-36867

11/10/1997-36867
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCC 300.75

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