

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 Byron L. Dorough and wife, Jennifer C. Dorough

have hereunto set their signature s and seal, this 2nd day of September, 1998.
Byron L. Dorough (SEAL)
Jennifer C. Dorough (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Byron L. Dorough and wife, Jennifer C. Dorough

whose name s 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of September, 1998.
Lorinda M. Foster, Notary Public.

THE STATE of

COUNTY

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

Inst # 1998-34370

09/02/1998-34370
12:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 168.50

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

Birmingham, Alabama

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD

(Address) Columbiana, AL 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,

Byron L. Dorough and wife, Jennifer C. Dorough

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

Harold Rich and wife, Nancy Rich

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

of ONE HUNDRED FIVE THOUSAND AND NO/100 (\$105,000.00), evidenced by one promissory real estate mortgage note executed this 2nd day of September, 1998, due and payable in accordance with the terms and provisions of said note.

Inst # 1998-34370

09/02/1998-34370
12:07 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
DOE 168.50

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,

Byron L. Dorough and wife, Jennifer C. Dorough

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 tract of land located in the Southeast 1/4 of Section 33, Township 19 South, Range 1 East, being more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence run in a Northerly direction along the East boundary of said Section 1138.81 feet to a point on the Southern right-of-way of County Road 450, said point being in the arc of a curve turning to the right, having a central angle of 1 degree 48 minutes 56 seconds; a radius of 994.93 feet and forming a deflection angle of 72 degrees 36 minutes 05 seconds to the left from said Section line to chord of said curve; thence run along the arc of said curve and along said right-of-way 31.53 feet to a point; thence run tangent to said curve and along said right-of-way 576.15 feet to the point of beginning of the tract herein described; thence deflect left 83 degrees 11 minutes 39 seconds for said right-of-way and run to the left in a Southwesterly direction 280.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Northwesterly direction 100.00 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a Southwesterly direction 67.67 feet to a point; thence turn an interior angle of 97 degrees 38 minutes 01 seconds and run to the right in a Northwesterly direction 327.09 feet to a point; thence turn an interior angle of 76 degrees 08 minutes 30 seconds and run to the right in a Northeasterly direction 350.00 feet to a point on the South right-of-way of said County Road 450, said point being in the arc of a curve turning to the left, having a central angle of 4 degrees, 42 minutes, 05 seconds, a radius of 858.51 feet, and forming an interior angle to chord from last described course of 100 degrees 40 minutes 47 seconds; thence run along arc of said curve and along right-of-way in a Southeasterly direction 70.44 feet to a point; thence run tangent from said curve and along said right-of-way in a Southeasterly direction 318.27 feet to the point of beginning. Containing 3.0 acres, more or less.

SUBJECT TO THE FOLLOWING EXCEPTIONS:

- (1) Taxes for 1998 and subsequent years. 1998 ad valorem taxes are a lien but not due and payable until October 1, 1998.
- (2) Transmission line permits to Alabama Power Company as recorded in Deed Book 107, page 456, in probate Office.
- (3) Right of way to Shelby County as recorded in Deed Book 280, apge 6, in Probate Office.
- (4) Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as reserved in Deed Book 119, page 445; and Deed Book 119, page 445, in Probate Office.

Mortgagors herein shall have the right at any time to prepay in full all 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 # 1998-34370