

This instrument was prepared by:

LAW OFFICES OF CLIFFORD W. HARDY, JR.  
1600 THIRD AVENUE, NORTH  
BESSEMER, ALABAMA 35020

**MORTGAGE**

STATE OF ALABAMA }  
**SHELBY** COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas

**ELBERT L. SUGGS, and wife RITA JOYCE SUGGS, and JAMES L. SUGGS, an unmarried man,**

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

**DONALD L. RABURN, a married man**

(hereinafter called "Mortgagee", whether one or more), in the sum of **ONE HUNDRED SIXTY THOUSAND AND NO/100** -----Dollars (\$ **160,000.00**), evidenced by A REAL ESTATE MORTGAGE NOTE OF EVEN DATE HEREWITH.

**TERMS:**

1. SAID MORTGAGE SHALL BE PAID AT THE RATE OF \$1529.04 PER MONTH COMMENCING JANUARY 15, 2002, AND SAID MORTGAGE SHALL BEAR INTEREST AT THE RATE OF 8%.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. THEREFORE, in consideration of the premises, said Mortgagor,

**ELBERT L. SUGGS, and wife, RITA JOYCE SUGGS, and JAMES L. SUGGS, an unmarried man,**

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in **SHELBY** County, State of Alabama, to wit:

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION OF PROPERTY HEREIN CONVEYED IS SET OUT IN EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART AND PARCEL HEREOF IN THEIR ENTIRETY.

TO HAVE AND TO HOLD the above granted property unto the Mortgagee's successors, heirs, and assigns forever; 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 fails to keep said property insured as above specified, or fails 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 pay said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 monthly payment and become one payment in arrears; become in default in any sum expended by the said Mortgagees 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 encumbrance 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

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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 encumbrances, 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 our signatures and seal, this the 30<sup>th</sup> day of Nov., 2001.

Elbert L. Suggs (SEAL)  
ELBERT L. SUGGS

Rita J. Suggs (SEAL)  
RITA JOYCE SUGGS

James L. Suggs (SEAL)  
JAMES L. SUGGS

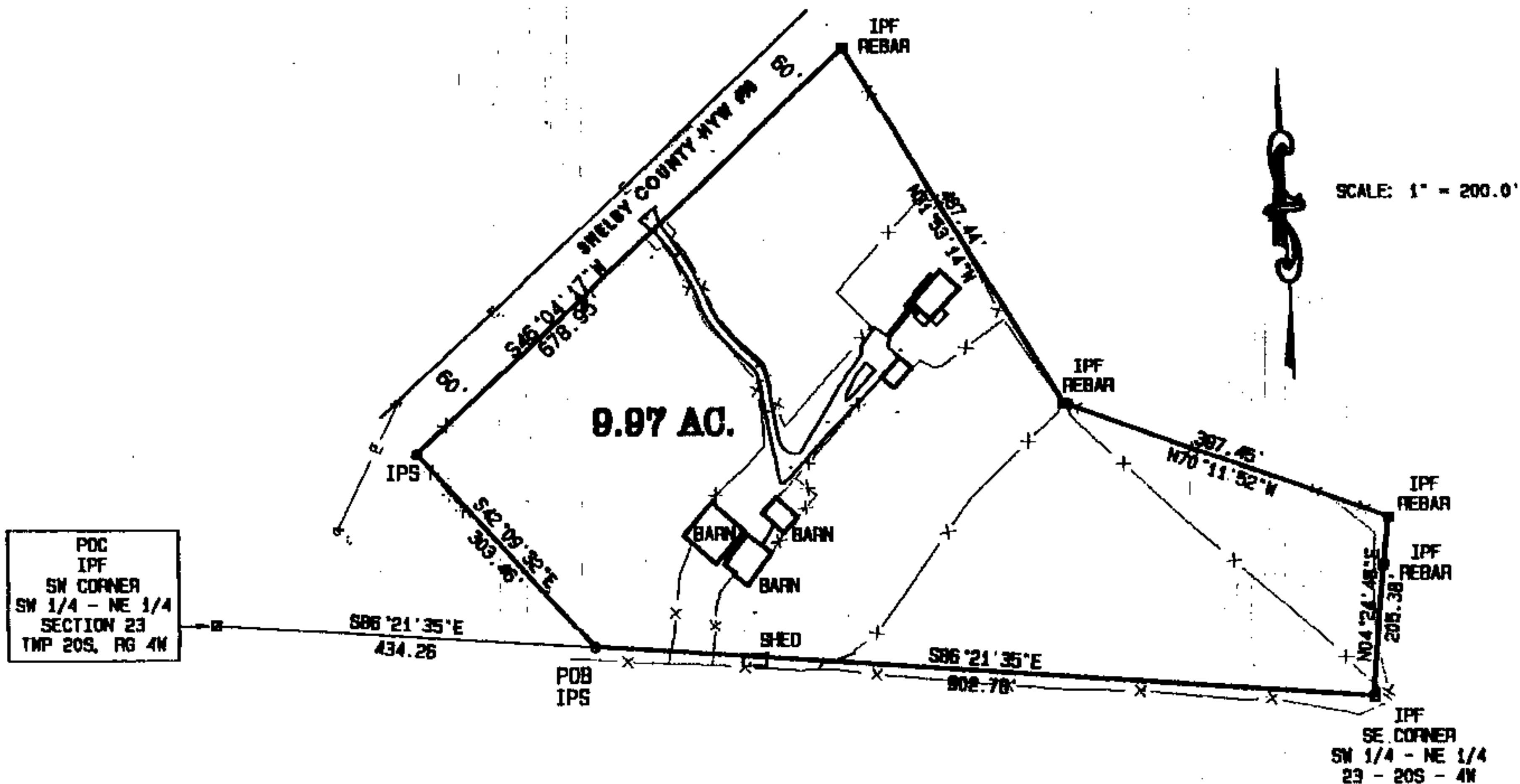
THE STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ELBERT L. SUGGS and wife, RITA JOYCE SUGGS, AND JAMES L. SUGGS, an unmarried man, whose names 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 30<sup>th</sup> day of Nov., 2001.

Walter J. Taylor  
NOTARY PUBLIC  
Commission expires: 3/24/03

# EXHIBIT "A"



STATE OF ALABAMA  
COUNTY OF SHELBY

I, Karl Heger, a Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama to the best of my knowledge, information, and belief, for the following described property:

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 4 West; thence South 86°21'35" East, along the South line of said 1/4 - 1/4 Section, a distance of 434.26 feet to the Point of Beginning; thence continue South 86°21'35" East, a distance of 902.76 feet to the SE corner of said 1/4 - 1/4 Section; thence North 04°24'45" East, a distance of 205.38 feet; thence North 70°11'52" West, a distance of 397.45 feet; thence North 31°53'14" West, a distance of 487.44 feet to a point on the Southeasterly right of way of Shelby County Highway #93; thence South 46°04'17" West, along said right of way, a distance of 678.95 feet; thence South 42°09'32" East, a distance of 303.46 feet to the Point of Beginning.

Containing 9.97 acres, more or less.

I further state that there are no right of ways, easements of joint driveways over or across said lands visible on the surface except as shown, that there are no electric or telephone wires (excluding those which serve the premises only) or structures or supports thereof, including poles, anchor or guy wires on or over said property except as shown; that I have consulted the Federal Flood Hazard Maps (or the U. S. Department of the Interior Geological Survey Map) and found that this property DOES NOT lie within a special flood prone area; that there are no encroachments to same that are visible on the surface except as shown, that improvements are located as shown.

According to my survey, this the 27th day of November, 2001.

*Karl Heger*  
Karl Heger, L.S.  
Reg. No. 11848

TYPE OF SURVEY <b>BOUNDARY</b>	C/L - CENTERLINE IPS - 5/8" REBAR WITH CAP IPF - IRON PIN FOUND CALC. - CALCULATED MEAS. - MEASURED ROW - RIGHT OF WAY CONC. - CONCRETE PP - POWER POLE FC - FENCE POST/CORNER MTL - METAL BM - BENCH MARK FOUND TBM - BENCH MARK SET ANC - POWER POLE ANCHOR	N - NORTH S - SOUTH W - WEST E - EAST POC - POINT OF COMMENCEMENT POB - POINT OF BEGINNING ● - POINT SET ○ - POINT EXISTING X - POINT CALC ▲ - POINT NOT SET ---X--- - FENCE LINE --- - EASEMENT LINE ---E--- - OVER HEAD POWER/TELE	01140 
	HAGER COMPANY, INC. 1825-D 12th AVE BESSEMER, AL 35020 (205) 424-4235 FAX: 425-6310		

# EXHIBIT "B"

## LEGAL DESCRIPTION FOR QUIT CLAIM DEED FOR 9.97 ACRES PARCEL

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 4 West; thence South 86°25'57" East, along the South line of said 1/4 - 1/4 Section a distance of 434.26 feet to the Point of Beginning; thence South 42°09'32" East, a distance of 20.85 feet to an existing fence line, THE FOLLOWING CALLS ARE ALONG SAID FENCE LINE; thence South 87°10'05" East, a distance of 70.65 feet; thence South 88°04'42" East, a distance of 50.47 feet; thence South 86°11'20" East, a distance of 102.26 feet; thence North 84°19'27" East, a distance of 19.54 feet; thence South 88°09'42" East, a distance of 17.76 feet; thence South 83°52'35" East, a distance of 64.02 feet; thence South 85°30'03" East, a distance of 111.75 feet; thence South 85°49'24" East, a distance of 92.46 feet; thence South 88°47'54" East, a distance of 93.71 feet; thence South 84°51'25" East, a distance of 119.31 feet; thence North 82°48'44" East, a distance of 22.22 feet; thence South 79°39'26" East, a distance of 97.78 feet; thence South 70°55'59" East, a distance of 10.26 feet; thence North 66°50'56" East, a distance of 42.02 feet; thence North 14°16'45" West, a distance of 62.46 feet; thence leaving said fence line, South 04°24'45" West, a distance of 55.34 feet to the SW corner of said 1/4 - 1/4 Section; thence North 86°21'35" West, along said 1/4 - 1/4 Section, a distance of 902.76 feet to the Point of Beginning.

Containing 0.28 acres, more or less.

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