

THIS INSTRUMENT WAS PREPARED BY:

(NAME) Claudean Hill  
(Address) 1181 Dunnavant Valley Rd., Birmingham, Ala. 35242

20020703000312410 Pg 1/2 77.00  
Shelby Cnty Judge of Probate, AL  
07/03/2002 14:38:00 FILED/CERTIFIED

## SECOND MORTGAGE

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

Timothy Wade Robinson

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

Howard Roberson and/or Della Pender

(hereinafter called "Mortgagee", whether one or more), in the sum of  
Forty Two Thousand & no/100 Dollars  
(\$ 42,000.00), evidenced by a real estate mortgage note executed simultaneously  
herewith

\$6250 Attorney fees plus reinstatement of loan plus (11) eleven months mortgage  
payments - January 1998.

\$3112.91 Attorney fees - reinstatement of loan October 2001

\$17018.00 Cost of material remodeling residence at 46120 Hwy. 25 - Vincent, Ala.

\$15620.00 Labor for remodeling residence at 46120 Hwy. 25 - Vincent, Ala.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this  
second mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor(s) Timothy  
Wade Robinson,

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

A parcel of land in the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 15,  
Township 19 South, Range 2 East, Shelby County, Alabama,  
are particularly described as follows: Commence at a  
corner in place accepted as the Northeast corner of the  
NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 15, Township 19 South, Range  
2 East, Shelby County, Alabama; thence proceed North 87  
deg. 32 min. 16 sec. West along the North boundary of  
said  $\frac{1}{4}$ / $\frac{1}{4}$  section for a distance of 851.60 feet, more or  
less, to a point on the Easterly right of way line of  
U.S. Highway #231; thence proceed South 23 deg. 12 min.  
47 sec. West along the Easterly boundary of said highway  
for a distance of 263.36 feet, more or less, to the point  
of beginning, said point being the intersection of the  
Easterly boundary of said U.S. Highway #231 and the  
Northerly boundary of a paved County road; from this  
beginning point, proceed North 23 deg. 12 min. 47 sec.  
East along the Easterly right of way line of said U.S.  
Highway #231 for a distance of 92.0 feet; thence proceed  
South 87 deg. 32 min. 16 sec. East for a distance of  
105.0 feet; thence proceed South 23 deg. 12 min. 47 sec.  
West for a distance of 165.0 feet to a point on the  
Northerly boundary of a paved road; thence proceed North  
46 deg. 45 min. 21 sec West along the Northerly boundary  
of said road for a distance of 104.51 feet to its point  
of intersection with the Easterly right of way line of  
U.S. Highway #231 and the point of beginning; being  
situated in Shelby County, Alabama.

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 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 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 mortgage, 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 signature and seal, this

26 day of June 2002  
*[Signature]* (SEAL)  
 (SEAL)

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THE STATE of *Alabama* }  
*Shelby* COUNTY }

I, *Claudean Hill*, a Notary Public in and for said County, in said State, hereby certify that *Timothy Wade Robinson*

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 executed the same voluntarily on the day the same bears date.  
 Given under my hand and official seal this *26* day of *June*, 19 *2002*  
 MY COMMISSION *26* *Claudean Hill* 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

THIS FORM FROM

MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 421

COLUMBIA, ALABAMA 35601