

MORTGAGE

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That **WHEREAS**, the undersigned, HOMER L. DOBBS, SR., AND WIFE. PEGGY DOBBS, is indebted to JOHN S. HORNSBY, in the principal sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), together with interest at the rate of Eight Percent (8%) per annum from the date hereof, which is evidenced by a promissory note of the undersigned, HOMER L. DOBBS, SR., AND WIFE PEGGY DOBBS, bearing even date with this instrument, payable to the order of JOHN S. HORNSBY.

Now for the purpose of securing the prompt payment of the above described note when it becomes due, as well as all other liability or liabilities of the undersigned to the said JOHN S. HORNSBY, WE HOMER L. DOBBS, SR., AND WIFE, PEGGY DOBBS, hereinafter collectively called Mortgagor, do grant, bargain, sell and convey unto the said JOHN S. HORNSBY, hereinafter called Mortgagee, the following described real property situated in Shelby County, Alabama, viz:

Real property described in Exhibit "A" that is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said property, together with improvements and appurtenances thereto belonging, unto Mortgagee, and unto the heirs and assigns of Mortgagee forever.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee of the said property, that it is free of all encumbrances, except a Mortgage recorded in favor of John R. Parrish and Lynn H. Parrish and as may otherwise be provided herein, that Mortgagor has a good right to sell and convey the same to Mortgagee, and that Mortgagor will warrant and defend said property to Mortgagee, and the heirs and assigns of Mortgagee, forever against the lawful claims and demands of all persons.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor shall assess said property for taxation and pay when due all taxes, liens, judgments or assessments assessed against said property.

2. Mortgagor shall insure the buildings now on said property, or that may hereafter be placed thereon, against loss by fire and such other hazards as Mortgagee may require, in companies to be approved by Mortgagee, in such amounts and for such periods as may be required by Mortgagee. Any policy evidencing such insurance shall be deposited with Mortgagee.

3. Mortgagor shall properly care for said property and the grounds and all improvements thereon, keeping such improvements in as good repair as they now are, ordinary wear and tear excepted.

4. If the validity of this mortgage or Mortgagor's title to any of said land or improvements is questioned in any manner or if any part of such land or improvements is not properly described herein, Mortgagee may investigate and take such action as Mortgagee considers necessary or desirable for the protection of Mortgagee's interest and for this purpose may employ an attorney or expert assistance and Mortgagor will promptly pay all expenses so incurred by Mortgagee.

5. If Mortgagor defaults in any of the provisions in paragraphs 1, 2, 3, or 4 hereof, then Mortgagee may pay such taxes, liens, judgments or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and all amounts so advanced shall be secured hereby. And as to such indebtedness, Mortgagor waives all rights of exemption as to real or personal property under the Constitution and Laws of the State of Alabama and agrees to pay a reasonable attorney's fee for the collection thereof (except that if the debt secured hereby is

a consumer credit obligation other than for the purchase of real property, such waiver applies only to property subject to this mortgage).

6. All defaulted payments and all sums advanced by Mortgagee, as provided for herein, shall, from the date due, bear interest at the rate provided for in the note or notes secured by this mortgage.

7. Mortgagee may at any time, without notice, release any of the property described herein, grant extensions or deferments of time or payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of said indebtedness, without affecting the priority of this lien or the personal liability of Mortgagor or any other party liable or who may become liable for the indebtedness secured by this instrument.

8. The failure of Mortgagee to exercise any option or election, or to take any action under any term or covenant herein expressed, shall not be deemed a waiver of the right to exercise such option or election or to take such action at any time.

9. Each covenant and agreement herein contained shall inure to the benefit of and bind the heirs, successors and assigns of Mortgagee and Mortgagor.

10. Mortgagor shall promptly pay the debt secured hereby, and any advances made hereunder, and all other debts which may become owing to Mortgagee, or to the heirs, successors, or assigns of Mortgagee, during the life of this mortgage, all being obligations secured hereby except for future obligations for which no required Right of Rescission has been given, together with interest thereon, time being of the essence of this mortgage obligation.

11. Mortgagor shall permit the Mortgagee or Mortgagee's representatives to examine and inspect the premises at any reasonable time.

12. Mortgagor shall pay the lawful charges for drawing, executing, and recording these presents and all lawful costs, charges and expenses, including attorney's fees, incurred by said Mortgagee by reason of any proceedings in Court, or otherwise, necessary to enforce the provisions hereof.

BUT THIS CONVEYANCE IS INTENDED TO OPERATE AS A MORTGAGE AND IS SUBJECT TO THE FOLLOWING CONDITIONS:

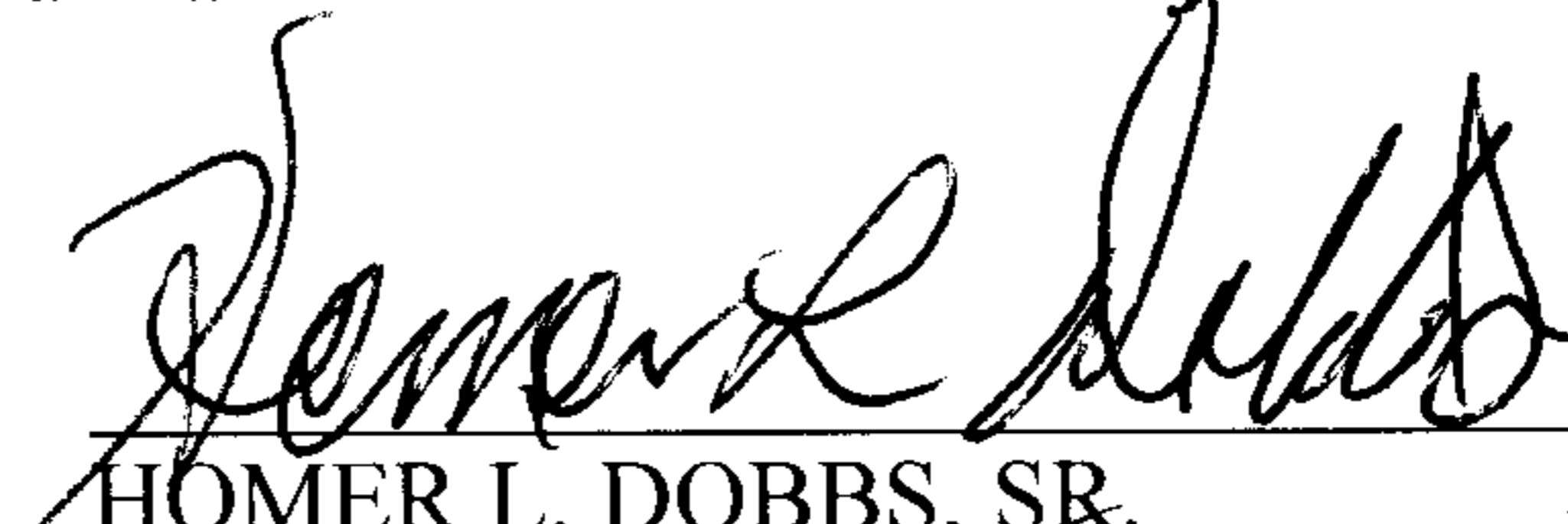
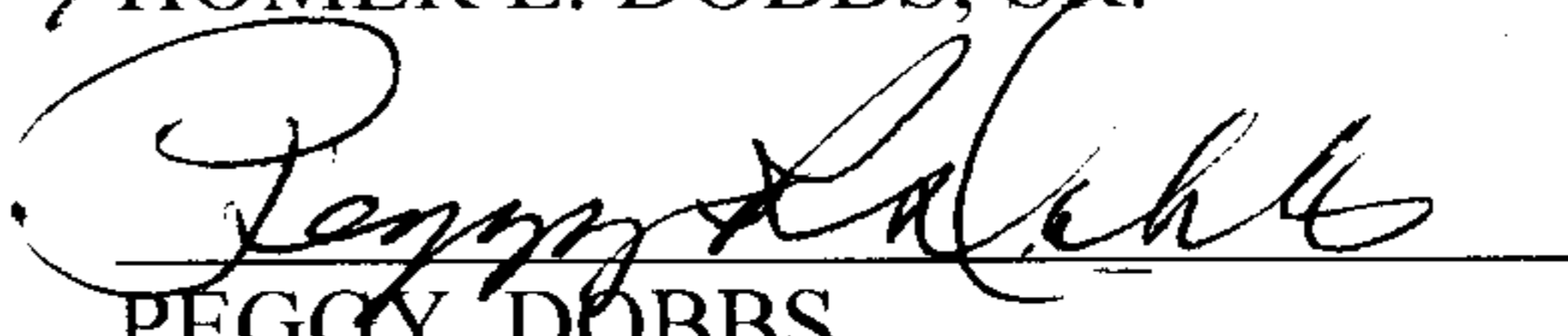
If Mortgagor shall pay the indebtedness hereby secured as it becomes due and payable and if all other sums hereby secured are paid as herein provided, and all covenants and agreements herein are kept and performed, then this conveyance shall be null and void.

But if there is default in the payment of any part of the indebtedness or any other sums hereby secured, or if there is default in any other terms, covenants or conditions herein contained, or if the interest of Mortgagee in the property becomes endangered by reason of the enforcement of any prior lien or encumbrance, or upon substantial damage, waste, misuse, sale or encumbrance of or to the above described property, then the whole of said indebtedness shall immediately become due and payable, and said Mortgagee, or assigns, is hereby authorized and empowered to take possession of said property, and with or without so taking possession, sell the same before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, at public outcry, to the highest bidder for cash, in bulk or in parcels as said Mortgagee may deem fit, after giving written notice of the time, place, and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in a newspaper published in said County; and upon payment of the purchase money, said Mortgagee or the auctioneer or any person conducting said sale is hereby authorized to execute and deliver to the purchaser at said sale a deed to the property so purchased. Said Mortgagee or assigns is hereby authorized to purchase said property at such foreclosure sale. The proceeds of such foreclosure sale shall be applied: first, to the payment of the expenses incurred in making the sale, including reasonable attorney's fees; second, to the payment of the amount that may be due on the debt secured by this mortgage, and of the several amounts that may be expended under the provisions



of this mortgage with all interest due respectively thereon to the date of such sale; third, the balance, if any, shall be paid to Mortgagor or any party or parties entitled thereto.

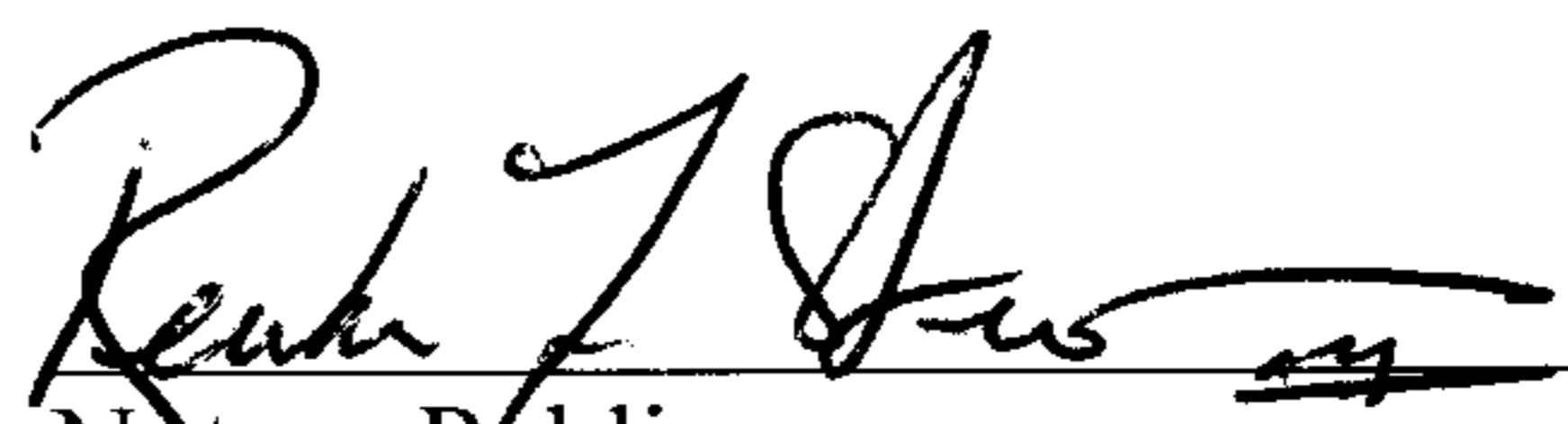
IN WITNESS WHEREOF, we have set our hand and seal this 30th day of March, 2009.

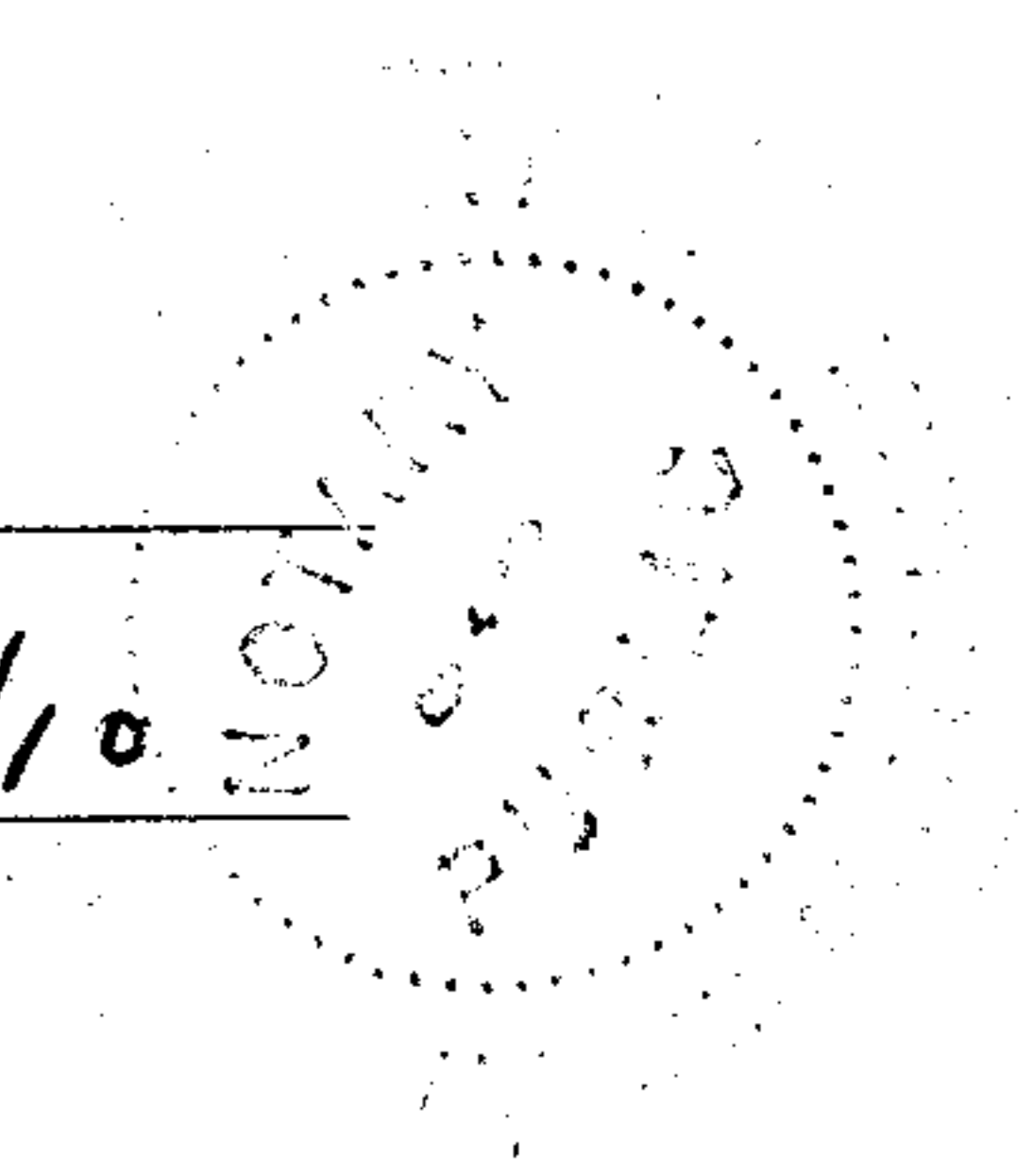
 (SEAL)
HOMER L. DOBBS, SR.
 (SEAL)
PEGGY DOBBS

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that HOMER L. DOBBS, SR., AND PEGGY DOBBS, whose names are signed to the foregoing mortgage and who are known to me, acknowledged before me on this day, that, being informed of the contents of the mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of March, 2009.


Notary Public
My Commission Expires: 12/17/10



This Instrument was Prepared By:

R.F. (Ben) Stewart III, Esq.
Dempsey, Steed, Stewart, Ritchey & Gaché, LLP
1800 International Park Drive, Suite 10
Birmingham, Alabama 35243
205-970-0034

EXHIBIT "A"

The East One-half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a one-inch crimped iron found locally accepted to be the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 33; thence run North 87 degrees 52 minutes 02 seconds West along the South of said Quarter-Quarter Section for a distance of 330.82 feet to an iron pin found; thence run North 00 degrees 16 minutes 21 seconds East for a distance of 665.63 feet to an iron pin found; thence run South 88 degrees 12 minutes 23 seconds East for a distance of 328.41 feet to an iron pin found on the East line of said Quarter-Quarter Section; thence run South 00 degrees 04 minutes 15 seconds West for a distance of 667.66 feet to the point of beginning.

Subject to all rights-of-way, easements, and restrictions which exist as a matter of record or exist de facto.



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Shelby Cnty Judge of Probate, AL
08/27/2009 03:59:24 PM FILED/CERT