

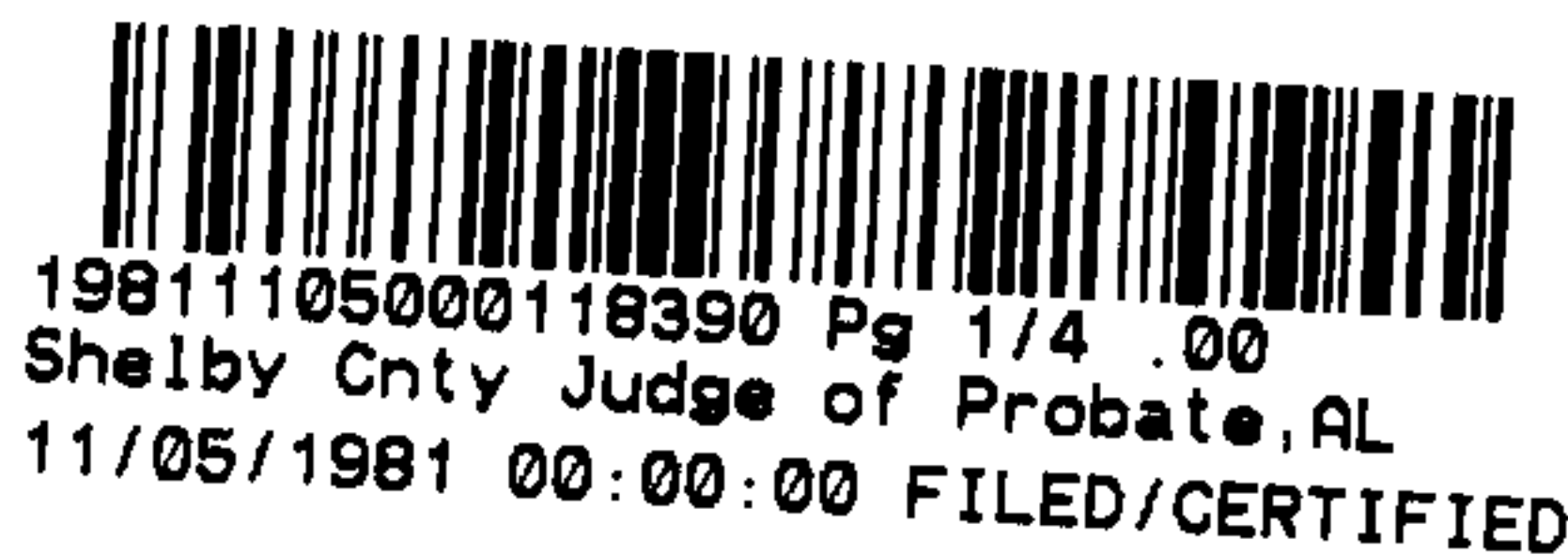
MORTGAGE

THIS INSTRUMENT PREPARED BY:
Wallace, Ellis, Head & Fowler
Attorneys at Law
Columbiana, Alabama 35051

STATE OF ALABAMA,

SHELBY COUNTY

WHEREAS, WILLIAM N. EDDINS



IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED MORTGAGEE,
IN THE SUM OF FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00)

_____ DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HERewith, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF August, 1996

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

WILLIAM N. EDDINS, a single man

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00) DOLLARS
PAID TO GRANTOR BY MORTGAGEE, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO SAID MORTGAGEE, ITS SUCCES-

SORS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN Shelby
COUNTY, ALABAMA, TO-WIT:

PARCEL A:

Commence at the Southwest corner of Section 28, Township 21 South, Range 2 West; run then in a Northerly direction along the West line of said Quarter for a distance of 1,601.53 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the right of 91 degrees 39 minutes, 38 seconds and run in an Easterly direction for a distance of 878.51 feet to a point on the Southwesterly right of way line of U.S. Highway #31; thence turn an angle to the right of 77 degrees, 02 minutes, 51 seconds to the tangent of the following described course, said course being situated on a curve to the right having a central angle of 4 degrees 02 minutes, 56 seconds and a radius of 2,759.05 feet; thence run along the arc of said curve to the right in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway #31 for a distance of 194.97 feet to the end of said curve; thence run along the tangent, if extended to said curve, in a Southeasterly direction continuing along the Southwesterly right of way line of U.S. Highway #31 for a distance of 7.85 feet; thence turn an angle to the left of 90 degrees and run in a Northeasterly direction along the right of way of U.S. Highway #31 for a distance of 15 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway #31 for a distance of 100 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction along the right of way line of U.S. Highway #31 for a distance of 15 feet; thence turn an angle to the left of 90 degrees and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway #31 for a distance of 386.18 feet to the point of beginning of a curve to the left, said curve having a central angle of 1 degree, 17 minutes, 44 seconds and a radius of 2,830.14 feet; thence run along the arc of said curve to the left in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway #31 for a distance of 64 feet; then turn an angle to the right of 93 degrees, 34 minutes, 53 seconds from the tangent of last described course and run in a Southwesterly direction for a distance of 1,713.33 feet to a point on the Northeasterly right of way line of the L & N Railroad; thence turn an angle to the right of 70 degrees, 02 minutes, 36 seconds and run in a Northwesterly direction along the Northwesterly right of way line of L & N Railroad for a distance of 1,017 feet; thence turn an angle to the right of 115 degrees, 02 minutes, 47 seconds and run in an Easterly direction along the South line of a parcel of land recorded in Deed Book 291, Page 502, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 1,144.47 feet; thence turn an angle to the right of 1 degree, 43 minutes, 33 seconds and run in an Easterly direction for a distance of 10.27 feet to the point of beginning. Said parcel containing 36.56 acres.

Commence at the Southwest corner of Section 28, Township 21 South, Range 2 West; run the in a Northerly direction along the West line of said Section for a distance of 745.21 feet to point of beginning. From the point of beginning thus obtained; thence turn an angle to the left of 94 degrees, 57 minutes, 26 seconds and run in a Southwesterly direction for a distance of 729.07 feet to a point on the Northeasterly right of way line of L & N Railroad; thence turn an angle to the left of 109 degrees, 57 minutes, 24 seconds and run in a Southeasterly direction along the Northeasterly right of way line of L & N Railroad for a distance of 634.89 feet; thence turn an angle to the left of 93 degrees, 31 minutes, 54 seconds and run in a Northeasterly direction for a distance of 222.69 feet; thence turn an angle to the left of 0 degrees, 01 minutes, 04 seconds and run in a Northeasterly direction for a distance of 339 feet; thence turn an angle to the right of 23 degrees, 34 minutes, 53 seconds and run in a Northeasterly direction for a distance of 1,030.16 feet to a point on the Southwesterly right of way line of U.S. Highway #31; thence turn an angle to the left of 101 degrees, 17 minutes, 58 seconds to the tangent of the following described course, said course being situated on a curve to the right having a central angle of 7 degrees, 38 minutes, 34 seconds and a radius of 2,830.14 feet; thence run along the arc of said curve to the right in a Northwesterly direction along the Southwesterly right of way line of U.S. Highway #31 for a distance of 377.52 feet; thence turn an angle to the left of 8 degrees, 25 minutes, 07 seconds from the tangent of last described course and run in a Southwesterly direction for a distance of 984.26 feet to the point of beginning. Said parcel containing 15.8 acres.

Subject to existing public road rights of way and utility easements of record.

SUBJECT TO THE FOLLOWING:

1. 100-foot wide right of way for U.S. Highway 31 (Birmingham-Montgomery Highway).
2. Public road right of way to Shelby County recorded in Deed Book 102, page 470, in Probate Office of Shelby County, Alabama.
3. Transmission line permit to Alabama Power Company recorded in Deed Book 99, page 463.
4. The deed to a portion of subject land through which the present owners hold their title recorded in Deed Book 78, page 329 in Probate Office, filed August 5, 1925, contains the following provision: "said lands nor any building to be erected thereon shall not be used for the conduct of any store for the sale of merchandise and if violated, this deed shall become null and void, and title to said lands shall revert to grantors. And deeds prior to said deed in the chain of title also contain the same provision with the same reversionary clause. Said portion is restricted in its use as provided by said clause, and any claim for violation thereof, or any claim of reversion of title because of violation thereof, is excepted.
5. Rights of the public and any private road or roadway easements in and to the "Old Ebenezer Road" are excepted.
6. Easements to Alabama Power Company as shown by instrument recorded in Volume 143, page 357 in Probate Office.
7. Right of way for road along the West 12 feet of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Sec. 29, contained in Deed Book 71, page 306.
8. Easements to Shelby County as shown by instrument recorded in Vol. 49, page 280 in Probate Office.
9. Subject to roadway easement reserved and recorded in Deed Book 78, page 329, as located and shown on survey of subject property by Coulter & Gay dated 3/28/81.

DESCRIPTION ATTACHED: The foregoing description is attached to and made a part of that certain mortgage executed by William N. Eddins dated November 5, 1981 as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$45,000.00

W. E. H. J.

William N. Eddins
Signed for Identification

TO HAVE AND TO HOLD THE AFOREGRADED PREMISES, TOGETHER WITH IMPROVEMENTS AND APPURTENANCES THERE-
UNTO BELONGING, UNTO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS FOREVER.

GRANTOR COVENANTS WITH MORTGAGEE THAT GRANTOR IS LAWFULLY SEIZED IN FEE OF THE AFOREGRADED PREMISES;
THAT THEY ARE FREE OF ALL ENCUMBRANCES; THAT GRANTOR HAS A GOOD RIGHT TO SELL AND CONVEY SAME TO MORTGAGEE;
AND THAT GRANTOR WILL WARRANT AND DEFEND SAID PREMISES TO MORTGAGEE FOREVER AGAINST THE LAWFUL CLAIMS AND
DEMANDS OF ALL PERSONS.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST
SAID PROPERTY AND TO PROMPTLY FURNISH MORTGAGEE WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES
AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY MORTGAGEE. ANY POLICY EVIDENCING SUCH INSURANCE
TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO, MORTGAGEE AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND
SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY MORTGAGEE MAY BE USED TO PAY FOR RECON-
STRUCTION OF THE DESTROYED IMPROVEMENT(S); OR IF NOT SO APPLIED MAY, AT THE OPTION OF MORTGAGEE, BE APPLIED IN PAYMENT OF ANY IN-
DEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS MORTGAGE.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE
TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT
THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY MORTGAGEE
IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS MORTGAGE IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS
LOAN. IF THE VALIDITY OF THIS MORTGAGE OR IF GRANTOR'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 IT CON-
SIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE
AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY MORTGAGEE.

5. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN
THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF THE GRANTOR, WHEN REQUIRED BY MORT-
GAGEE, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO MORTGAGEE AS ITS INTEREST
MAY APPEAR.

6. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 5 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
GRANTOR AGREES TO IMMEDIATELY PAY MORTGAGEE ALL AMOUNTS SO ADVANCED. THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

7. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF
THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND
CONDITIONS IMPOSED BY MORTGAGEE IN MAKING THIS LOAN.

8. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF
THE MORTGAGEE.

9. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR
INTEREST AT THE RATE IN EFFECT DURING THE PERIOD OF DEFAULT PLUS TWO (2%) PER CENT PER ANNUM.

10. THAT MORTGAGEE MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFER-
MENTS OF TIME OF 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 THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

11. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF
OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF ALABAMA NOT INCONSISTENT THEREWITH.

12. THAT THE FAILURE OF MORTGAGEE TO EXERCISE ANY OPTION OR TO MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT
HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY
TIME.

13. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF
MORTGAGEE AND GRANTOR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE AGREEMENTS AND CONDITIONS OF THIS INSTRUMENT
THEN IT SHALL BECOME NULL AND VOID.

IF THE GRANTOR FAILS TO PAY WHEN DUE ANY SUMS HEREBY SECURED OR SHOULD GRANTOR FAIL TO PERFORM ANY OF THE AGREEMENTS HEREIN CONTAINED, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT OR BE MADE DEFENDANT IN BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS, THE WHOLE INDEBTEDNESS SECURED HEREBY MAY, AT THE OPTION OF THE MORTGAGEE, BE DECLARED DUE; IN WHICH EVENT THE MORTGAGEE OR ITS AGENT IS HEREBY AUTHORIZED TO SELL THE PROPERTY HEREBY CONVEYED AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH; THE SALE TO BE HELD AT THE COURTHOUSE (OR AT EITHER COURTHOUSE, IF THERE BE TWO) OF ANY COUNTY IN WHICH ALL OR A PART OF THE SAID LANDS ARE SITUATED, AFTER GIVING NOTICE THEREOF BY PUBLICATION ONCE A WEEK FOR THREE WEEKS, OF THE TIME, PLACE AND TERMS OF SALE IN A NEWSPAPER PUBLISHED IN EACH COUNTY IN WHICH ANY PART OF SAID LANDS IS SITUATED; IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY OR COUNTIES, PUBLICATION IN A NEWSPAPER HAVING GENERAL CIRCULATION IN SAID COUNTY OR COUNTIES SHALL SUFFICE; IN EVENT OF SALE THE MORTGAGEE IS HEREBY AUTHORIZED TO PURCHASE THE SAID PROPERTY, OR ANY PART THEREOF, AS IF A STRANGER TO THIS CONVEYANCE, AND THE AUCTIONEER OR PERSON MAKING THE SALE IS HEREBY EXPRESSLY EMPOWERED TO EXECUTE A DEED IN GRANTOR'S NAME TO ANY PURCHASER AT SUCH SALE. THE PROCEEDS OF SALE SHALL BE APPLIED FIRST, TO THE PAYMENT OF ALL EXPENSES INCIDENT TO THE SALE, INCLUDING A REASONABLE ATTORNEY'S FEE; SECOND, TO THE INDEBTEDNESS SECURED BY THIS INSTRUMENT; AND THIRD, THE BALANCE, IF ANY, TO BE PAID TO GRANTOR OR ANY PARTY OR PARTIES ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 5th DAY OF November, 1981

ATTEST:

William N. Eddins L. S.

STATE OF ALABAMA

SHELBY COUNTY.

I, the undersigned, a Notary Public IN AND

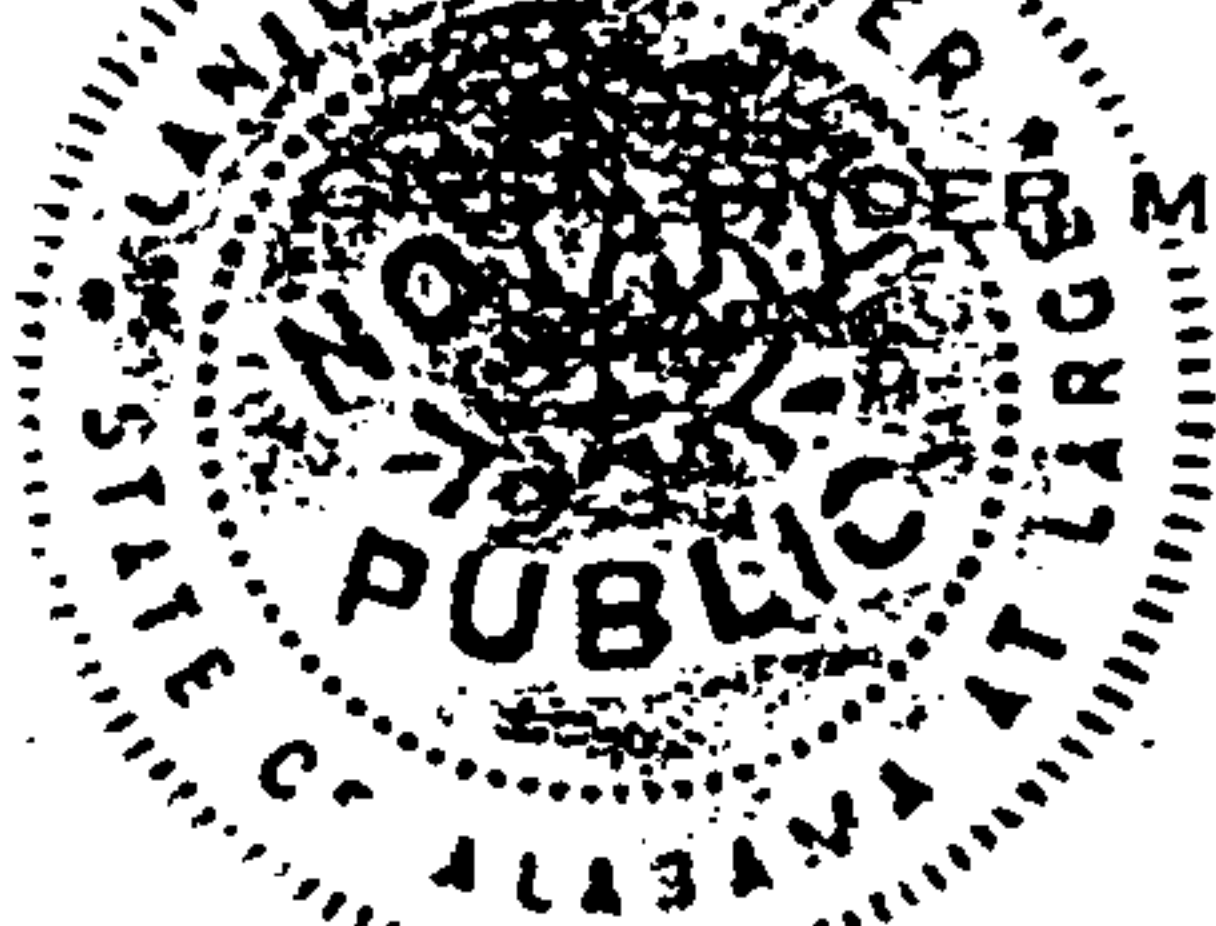
FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

WILLIAM N. EDDINS, a single man

WHOSE NAME is SIGNED TO THE FOREGOING MORTGAGE, AND WHO is KNOWN TO ME, ACKNOWLEDGED

BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE WITHIN MORTGAGE he EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

WITNESSED MY HAND AND OFFICIAL SEAL THIS 5th DAY OF November, 1981



MY COMMISSION EXPIRES 12/3/84

Lance Brasher

Notary Public, State of Ala. at Large
(OFFICIAL TITLE)

STATE OF _____

COUNTY Shelby

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 NOV 5 AM 11:32

Rec. 600
100
700

I, _____ IN AND

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

19811105000118390 Pg 4/4 .00
Shelby Cnty Judge of Probate, AL
11/05/1981 00:00:00 FILED/CERTIFIED

WHOSE NAME _____ SIGNED TO THE FOREGOING MORTGAGE, AND WHO _____ KNOWN TO ME, ACKNOWLEDGED

BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE WITHIN MORTGAGE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

A. D., 19 _____

MY COMMISSION EXPIRES _____

(OFFICIAL TITLE)

STATE OF ALABAMA

_____ COUNTY.

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE _____ DAY OF _____

_____ 19 _____, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN MORTGAGE BOOK