

After recording return to:
Travelers Bank & Trust, fsb
P.O. Box 410
Hanover, MD 21076

Inst # 1998-45626
11/17/1998-45626
40-222-001-001
RECORDED
NOV 17 1998

MORTGAGE

THIS MORTGAGE is made this 12th day of November, 1998, between the Grantor, ESTELLE MARTIN, WIDOW AND ELIZABETH G EDWARDS, SINGLE (herein "Borrower"), and the Mortgagee, TRAVELERS BANK & TRUST, FSB a federal savings bank chartered under the laws of the United States of America, whose address is 100 COMMERCE DRIVE NEWARK DE 19713 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,251.46 which indebtedness is evidenced by Borrower's note dated 11/12/1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11/17/2008:

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of SHELBY, State of Alabama:

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 1997, PAGE 27388, ID#27-2-10-0-000-002.001, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage and deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the U. S. Postal address of the Property or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgment enforcing the Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall

continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead, Dower and Curtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of :




Estelle Martin (Seal)
ESTELLE MARTIN, WIDOW
Elizabeth G. Edwards (Seal)
ELIZABETH G EDWARDS, SINGLE

STATE OF ALABAMA, JEFFERSON

County ss:

On this 12th day of November, 1998, I, PAMELA K. BRAUGHT

a Notary Public in and for said county and in said state, hereby certify that ESTELLE MARTIN, WIDOW AND ELIAZBETH G. EDWARDS, SINGLE, whose name(s) ARE signed to the foregoing conveyance, and who ARE known to me, acknowledged before me that, being informed of the contents of the conveyance, T he Y executed the same voluntarily and as THEIR act on the day the same bears date.

Given under my hand and seal of office this the 12th day of November, 1998

My Commission expires NOVEMBER 20, 2001
Pamela K. Braught
Notary Public

This instrument was prepared by: ANDI ADKINS
201 VULCAN RD. SUITE 125
BIRMINGHAM, AL. 35209

SCHEDULE A

Commence at the Northeast Corner of Section 10, Township 22 South, Range 3 West, Shelby County Alabama; thence run North 88-28'41" West along the North line of said Section 10, a distance of 299.42 feet to the point of beginning; thence continue on the last described course a distance of 4981.79 feet to the Northwest corner of said Section 10, thence run South 0-04'08" West, along the West line of said Section 10 a distance of 984.02 feet; thence run South 87-37'37" East a distance of 1814.69 feet to a point on the West Bank of Shoal Creek; thence run South 87-37'37" East a distance of 72.19 feet to a point 17 feet easterly of the East Bank of said Shoal Creek, and the following courses are 17 feet East of the easterly bank of said Shoal Creek; thence run South 16-29'52" East a distance of 112.40 feet; thence run South 31-14'16" East a distance of 117.64 feet; thence run South 21-27'17" West a distance of 182.96 feet; thence run South 17-43'07" West a distance of 137.91 feet; thence run South 5-09'38" West a distance of 62.88 feet; thence run South 7-40'34" East a distance of 81.73 feet; thence run South 4-49'46" West a distance of 241.32 feet; thence run South 10-36'22" East a distance of 75.85 feet; thence run South 7-57'15" East a distance of 90.91 feet; thence run South 19-14'59" East a distance of 100.27 feet; thence run South 39-38'54" East a distance of 64.85 feet; thence run South 54-47'55" East a distance of 107.96 feet; thence run South 42-49'30" East a distance of 101.20 feet; thence run South 28-09'24" East a distance of 44.39 feet; thence run South 22-28'11" East a distance of 152.37 feet; thence run South 22-48'18" East a distance of 98.04 feet to it's intersection with the centerline of Mill Road, and the following courses are the centerline of said Mill Road; thence run North 50-59'27" East a distance of 41.85 feet; thence run North 55-25'50" East a distance of 101.64 feet; thence run North 58-50'59" East a distance of 177.35 feet; thence run North 53-28'02" East a distance of 78.88 feet; thence run North 76-28'47" East a distance of 246.76 feet; thence run South 86-15'21" East a distance of 83.99 feet; thence run South 79-33'16" East a distance of 217.35 feet; thence run South 77-35'37" East a distance of 77.66 feet; thence run North 88-19'27" East a distance of 46.06 feet; thence run North 71-42'54" East a distance of 42.52 feet; thence run South 82-36'06" East a distance of 127.03 feet; thence run South 76-33'57" East a distance of 314.66 feet; thence run South 76-22'46" East a distance of 222.22 feet; thence run South 75-21'56" East a distance of 199.60 feet; thence run South 71-09'32" East a distance of 68.55 feet; thence run South 66-52'11" East a distance of 51.73 feet said point being the last course in the Centerline of said Mill Road; thence, departing said Mill Road run North 14-33'12" East a distance of 2716.53 feet to the point of beginning, containing 200.56 acres, more or less.

LESS AND EXCEPTING:

PARCEL 1

Commence at the Northeast Corner of Section 10, Township 22 South, Range 3 West; thence run North 88-28'41" West a distance of 299.44 feet to the point of beginning; Thence run North 88-28'41" West a distance of 1500.76 feet; thence run South 2-30'33" East a distance of 1901.91 feet; thence run South 6-33'53" West a distance of 561.43 feet to a point in the centerline of the Old Mill Road; thence run South 76-33'57" East, along said centerline, a distance of 284.79 feet; thence run South 76-22'46" East, along said centerline, a distance of 222.22 feet; thence run South 75-21'56" East, along said centerline, a distance of 199.60 feet; thence run South 71-09'32" East, along said centerline, a distance of 68.55 feet; thence run South 66-52'11" east, along said centerline, a distance of 51.73 feet; thence run North 14-33'12" East a distance of 2716.53 feet to the point of beginning, containing 66.00 acres, more or less.

ALSO:

Commence at the Northeast Corner of Section 10, Township 22 South, Range 3 West; thence run North 88-28'41" West a distance of 299.44 feet to a point; thence continue along same course 1500.76 feet to the point of beginning of the property herein described; thence run South 2-30'33" East a distance of 1901.91 feet to a point; thence run Northwesterly 2,000.00 feet, more or less, to a point on the North line of Section 10, Township 22 South, Range 3 West 206.00 feet West of the point of beginning of the property herein described; thence run East along the North line of Section 10, Township 22 South, Range 3 West a distance of 412.00 feet to the point of beginning, containing 4.5 acres more or less.

ALSO LESS AND EXCEPTING:

PARCEL 2

Commence at the Northeast corner of Section 10 Township 22 South Range 3 West, Shelby County, Alabama. Thence run North 88-28'41 West along the North line of said Section 10 a distance of 299.42 feet to a point; thence continue on the last described course for a distance of 4,981.79 feet to the Northwest corner of said Section 10; thence run South 0-04'08 West, along the West line of said Section 10, a distance of 984.02 feet; thence South 87-37'37 East a distance of 1,814.69 feet, more or less, to a point in the center of Shoal Creek; thence follow the meanderings of the center of said Shoal Creek in a Northwesterly direction to a point where the center of said Shoal Creek intersects with the Northern quarter-quarter line of Section Township 22 South, Range 3 West; thence run West along said quarter-quarter line to the Northwest corner of said Section 10 and the point of beginning, situated in Shelby County, Alabama, containing 38 acres more or less.

Said tract shall include a thirty (30) foot wide easement for ingress and egress along the western most boundary of said property that runs along Shoal Creek as retained by Estelle Martin and approximately described as follows:

Commence at the Northeast Corner of Section 10, Township 22 South, Range 3 West, Shelby County Alabama; thence run North 88-28'41 West along the North line of said Section 10, a distance of 299.42 feet to a point; thence continue on the last described course a distance of 4981.79 feet to the Northwest corner of said Section 10, thence run South 0-04'08 West, along the West line of said Section 10 a distance of 984.02 feet; thence run South 87-37'37 East a distance of 1814.69 feet to a point on the West Bank of Shoal Creek; thence run South 87-37'37 East a distance of 72.19 feet to a point 17 feet easterly of the East Bank of said Shoal Creek (hereinafter referred to as point L-1), and the following courses are 17 feet East of the easterly bank of said Shoal Creek; thence run South 16-29'52 East a distance of 112.40 feet; thence run South 31-14'16 East a distance of 117.64 feet; thence run South 21-27'17 West a distance of 182.96 feet; thence run South 17-43'07 West a distance of 137.91 feet; thence run South 5-09'38 West a distance of 62.88 feet; thence run South 7-40'34 East a distance of 81.73 feet; thence run South 4-49'46 West a distance of 241.32 feet; thence run South 10-36'22 East a distance of 75.85 feet; thence run South 7-57'15 East a distance of 90.91 feet; thence run South 19-14'59 East a distance of 100.27 feet; thence run South 39-38'54 East a distance of 64.85 feet; thence run South 54-47'55 East a distance of 107.96 feet; thence run South 42-49'30 East a distance of 101.20 feet; thence run South 28-09'24 East a distance of 44.39 feet; thence run South 22-28'11 East a distance of 152.37 feet; thence run South 22-48'18 East a distance of 98.04 feet to it's intersection with the centerline of Mill Road, thence east along the centerline of said Mill Road an approximate distance of thirty (30) feet, thence follow northerly a course parallel with the west boundary of said property as heretofore described to a point approximately thirty (30) feet east of the point hereinabove referred to as point L-1, thence continue along the same course a distance of approximately thirty (30) feet to a point, thence run westerly to a point where said line crosses the center of Shoal Creek and the property line described above.

Inst # 1998-45626

11/17/1998-45626
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CRH 39.45