


This Instrument was prepared by:
Gary Alan Smith
P.O. Box 94751
Birmingham, AL 35220


20040109000017400 Pg 1/4 87.50
Shelby Cnty Judge of Probate, AL
01/09/2004 15:01:00 FILED/CERTIFIED

STATE OF ALABAMA
JEFFERSON COUNTY

PURCHASE MONEY MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS, that whereas the undersigned
Charlotte Anne & Philip Norman Abercrombie justly indebted to Yarbrough Living
Trust

in the sum of Forty Five Thousand Dollars & no cents
(\$45,000.00), evidenced by one Promissory Note of even date, together with
interest thereon at the rate of Six and one half (6 1/2%) per annum, payable on or
before January 1, 2009, with no prepayment
penalty by the undersigned to secure the prompt payment of said indebtedness with interest
when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the
prompt payment of the same at maturity, the undersigned, Charlotte Anne & Philip
Norman Abercrombie does hereby grant, bargain unto the said Yarbrough Living
Trust (herein after called Mortgagee) the following described real property situated
in Shelby County, Alabama, to wit:

See Attached Parcel 1 and Parcel 2

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever;
and for the purpose of further securing the payment so said indebtedness, the undersigned,
agrees to pay all taxes, assessments, when legally imposed upon said premises, and should
default by in the payment of same, said Mortgagee has the option of paying off the same,
and to further secure said indebtedness, the undersigned agrees to keep the improvements
on said real estate insured against loss or damage by fire, lightning and tornado for the
reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if
any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and
promptly to deliver said insurance the benefit of said Mortgagee, and if undersigned fail to
keep said property insured as above specified, or fail to deliver said insurance the benefit of
said Mortgagee, 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 debt to said Mortgagee, additional to the debt hereby specially
secured, and shall be covered by this mortgage, and bear interest from the date of payment
by said Mortgagee, and be at once due and payable.

Upon condition, however, that is the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in payment of any sum expended by said Mortgagee, 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 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, or if any statement or lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or the lien on which such statement is based, 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 the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice newspaper publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon, Third, to the payment of said indebtedness in full, whether the same day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the bidder therefore, as though a stranger hereto and the person acting as auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person or the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein. Any estate or interest conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
30th day of Dec, 2003.

Charlotte Anne Abernethy

Philip Norman Abernethy

Legal description:

Parcel I

Beginning at the SE corner of the NW 1/4 of the SW 1/4 of Section 26, Township 20 South, Range 1 West and run South 89 degrees 34 minutes 13 seconds West along the South line of said 1/4-1/4 Section line for 457.82 feet; thence run North 00 degrees 17 minutes 53 seconds East for 299.99 feet; thence run South 89 degrees 34 minutes 13 seconds West for 450.00 feet to a point on the Easterly right of way line of County Road No 47; thence run North 00 degrees 23 minutes 19 seconds East along said right of way line for 242.13 feet; thence run South 89 degrees 42 minutes 07 seconds East for 907.23 feet to a point on the East line of said 1/4-1/4 section; thence run South 00 degrees 17 minutes 53 seconds West for 530.59 feet to the Point of Beginning, Shelby County, Alabama.

Parcel II

Begin at the SW corner of the NW 1/4 of the SW 1/4 of Section 26, Township 20 South, Range 1 West, and run in an Easterly direction along the South boundary line of said 1/4-1/4 Section to the point of intersection of the South boundary line of said 1/4-1/4 Section and the East right of way line of the Old Pumpkin Swamp Road, which is now known as Shelby County Highway No. 47, the true point of beginning; thence run in a Northerly direction along the right of way of said road a distance of 300 feet; thence run in an Easterly direction parallel with the South boundary line of said 1/4-1/4 Section a distance of 450 feet; thence run in a Southerly direction and parallel with the East boundary line of said 1/4-1/4 Section a distance of 300 feet to the South boundary line of said 1/4-1/4 Section; thence run in a Westerly direction along the South boundary line of said 1/4-1/4 Section a distance of 400 feet to the point of beginning; all in the NW 1/4 of SW 1/4 of Section 26, Township 20 South, Range 1 West.

STATE OF ALABAMA
JEFFERSON COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip N + Charlotte A. Abernethy whose name(s) 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 30th day of December, 2003.


Notary Public

My Commission Expires:

STATE OF ALABAMA
JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ President 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 the conveyance, (he) (she), 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 _____ day of _____, 2001.

My Commission Expires: _____

NOTARY PUBLIC