20050621000309590 1/3 $167.00
Shelby Cnty Judge of Probate,AL
06/21/2005 02:49:12PM FILED/CERT

This instrument was prepared by:

Morris J. Princiotta, Jr.
Attorney at Law
2100-C Rocky Ridge Road
Birmingham, AL 35216

STATE OF ALABAMA:
JEFFERSON COUNTY:

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **WANDA G. YARBROUGH and AVERY L. YARBROUGH, Husband and Wife, Trustees, or their successors in Trust, under the Yarbrough Living Trust, dated June 20, 2000 and any amendments thereto** (hereinafter called "Mortgagors", whether one or more), are justly indebted to **CATHERINE J. CHILDS** (hereinafter called "Mortgagee", whether one or more), in the sum of **ONE HUNDRED THOUSAND AND NO/100.....($100,000.00) Dollars,** evidenced by a Real Estate Mortgage Note of even date executed simultaneously herewith.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, **WANDA G. YARBROUGH and AVERY L. YARBROUGH, Husband and Wife, Trustees, or their successors in Trust, under the Yarbrough Living Trust, dated June 20, 2000 and any amendments thereto,** 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, State of Alabama, to wit:

See attached "Exhibit A" for legal description.

Property Address: 3880 Hwy. 77, Columbiana, AL (Adjoining 14.16 acres & 10.64 acres)

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 renewals 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.

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Upon condition, however, that if the said Mortgagors pay 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 any one of said events, the whole of said indebtedness hereby secured shall at one become due and payable, and this mortgage by subject to foreclosure as now provided by law in case of past due mortgages, 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 masses 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 encumbrances, 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 **WANDA G. YARBROUGH and AVERY L. YARBROUGH, Husband and Wife, Trustees, or their successors in Trust, under the Yarbrough Living Trust, dated June 20, 2000 and any amendments thereto**, have hereunto set their undersigned signatures and seals, this the 17th day of June, 2005.

_____(Seal)
WANDA G. YARBROUGH, Trustee

_____(Seal)
AVERY L. YARBROUGH, Trustee

STATE OF ALABAMA:
JEFFERSON COUNTY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WANDA G. YARBROUGH and AVERY L. YARBROUGH, Husband and Wife, Trustees, or their successors in Trust, under the Yarbrough Living Trust, dated June 20, 2000 and any amendments thereto,** whose names 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 the 17th day of June, 2005.

_____
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 5, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

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EXHIBIT A

LAND SITUATED IN THE SE 1/2 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE ABOVE SAID 1/4 - 1/4; THENCE S 01 DEGREES 03' 08" W, A DISTANCE OF 135.00 ' TO A FOUND OPEN TOP; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 220.46'; THENCE N 89 DEGREES 16' 23" W, A DISTANCE OF 67.94 ' TO A POINT ON THE EASTERLY R.O.W. LINE OF SHELBY COUNTY HIGHWAY 77, 80' R.O.W., SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1306.29', A CENTRAL ANGLE OF 08 DEGREES 55' 51", AND SUBTENDED BY A CHORD WHICH BEARS S 07 DEGREES 36' 31" E, AND A CHORD DISTANCE OF 203.41'; THENCE ALONG THE ARC OF SAID CURVE AND SAID R.O.W. LINE, A DISTANCE OF 203.62'; THENCE S 03 DEGREES 08' 36" E AND ALONG SAID R.O.W. LINE, A DISTANCE OF 18.12' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 60.13'; THENCE S 89 DEGREES 20' 08" E AND LEAVING SAID R.O.W. LINE, A DISTANCE OF 1320.87'; THENCE N 00 DEGREES 31' 09" E, A DISTANCE OF 408.00'; THENCE N 49 DEGREES 02' 33" E, A DISTANCE OF 94.05';
THENCE N 26 DEGREES 53' 40" E, A DISTANCE OF 150.35'; THENCE
N 88 DEGREES 13' 36" W, A DISTANCE OF 1063.84'; THENCE
S 01 DEGREES 46' 24" W, A DISTANCE OF 566.03'; THENCE
N 88 DEGREES 20' 08" W, A DISTANCE OF 416.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14.16 ACRES, MORE OR LESS.

AND

BEGINNING AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 90 DEGREES 00' 00" W, A DISTANCE OF 450.00'; THENCE N 01 DEGREES 30' 06" W, A DISTANCE OF 493.34'; THENCE N 89 DEGREES 17' 09" W, A DISTANCE OF 610.69'; THENCE
N 00 DEGREES 52' 33" W, A DISTANCE OF 210.00; THENCE
N 88 DEGREES 39' 37" E , A DISTANCE OF 1058.00'; THENCE
S 01 DEGREES 29' 06" E, A DISTANCE OF 735.74' TO THE POINT OF BEGINNING.

ALSO AND INCLUDING A 20 ' EASEMENT FOR INGRESS, EGRESS AND UTILITIES, LYING 10' EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 21, SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE N 90 DEGREES 00' 00" W, A DISTANCE OF 440.00' TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 01 DEGREES 30' 06" W, A DISTANCE OF 725.19' TO THE END OF SAID CENTERLINE EASEMENT.

BY FEE SIMPLE WARRANTY DEED FROM STACEY BLANKENSHIP BRAND AND HUSBAND, SCOTT BRAND AS SET FORTH IN INSTRUMENT NUMBER 20031124000769620 DATED 11/24/2003 AND RECORDED 11/24/2003, AS TO PARCEL CONTAINING 10.64 ACRES, MORE OR LESS, SHELBY COUNTY RECORDS, STATE OF ALABAMA;

AND

BY FEE SIMPLE DEED FROM LEROY BLANKENSHIP AS SET FORTH IN BOOK 1999 PAGE 24729 DATED 05/24/1999 AND RECORDED 06/11/1999, AS TO PARCEL B CONTAINING 14.16 ACRES MORE OR LESS, SHELBY COUNTY RECORDS, STATE OF ALABAMA

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