

This Instrument prepared by:

E. Farley Moody

Post Office box 1125

Calera, AL 35040

2nd Mortgage

State of Alabama)

County of Shelby)

KNOWN ALL MEN BY THESE PRESENTS, That Whereas Grady Wayne Barefield and Diana Jackson Barefield, Husband and Wife," Mortgagors" whether one or more are justly indebted to E. Farley Moody and Mary Louise Moody (hereinafter called "Mortgagee," whether one or more), in the sum of Sixty Two Thousand and 00/100 Dollars (\$62,000.00), evidenced by promissory note of even date and payable according to terms of said note.

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, and all others executing this mortgage, do hereby grant, bargain, sell and convey into the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A track of land in the N1/2 of the N1/2 of Section 6 Township 24 North Range 14 East, And Being More Particular Described its three Parcels "A" "B" "C" As Follows:

PARCEL "A"

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of S 6, T24N R14E. Beginning at the NE corner of said Section, proceed in a Westerly direction along the section line 1322.86' to an iron rod, which is the NW corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle to the left of 89-19' and continue in a Southerly direction 1301.13' to an iron rod which is the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 89-05' to the left and continue in a Easterly direction 1326.09' to a iron rod, which is the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 90-21' to the left and continue in a Northerly direction 1319.04' to an iron rod, which is the NE corner of said section and the point of beginning. Said Parcel containing 39.8 (thirty- Nine and Eight Tenths Acres More or Less

PARCEL "B"

The South 30' of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of section 6 T24N R14E. Beginning at the SW corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section, Proceed in a Easterly direction along the 1/4-1/4 line 1290.84 feet to an iron rod which is the SE corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 90.05' to the left and continue in a Northerly direction along the 1/4-1/4 line 30.0 feet to an iron rod; thence turn a deflection angle of 89-55' to the left and continue in a Westerly direction 1290.90 feet to an iron rod; thence turn a deflection angle of 90-12' to the left and continue in a Southerly direction along the 1/4 line, 30.0 feet to an iron rod, which is the SE corner of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section and is the point beginning. Parcel containing .9 (nine-tenths) acres more or less

PARCEL "C"

A part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6 Township 24 No. Range 14 East. Beginning at the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said section, parceled in a Westerly direction along the 1/4 -1/4 line 303.21 feet to an iron rod, which is on the East right of way of a paved county road; thence turn a deflection angle of 84-03' to the right and continue in a Northerly direction along the East right of way of said road 30.16 feet to an iron rod; thence turn a deflection angle of 95-57' to the right and continue in a Easterly direction 306.22 feet to an iron rod; thence turn a deflection angle 89-48' to the right and continue in a Southerly direction 30.0 feet to an iron rod; which is the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said section and is the point of beginning. The Parcel contains .2 (two tenths) acres more or less.

SUBJECT TO: Current taxes, right of way and easements to Shelby County, Alabama in Deed Book 234, page 630; easements to Alabama Power Co. in deed Book 139, page 139, page 574, and Deed Book 139, page 576.

Parcels B and C may be a dedicated public road or nonexclusive easement for ingress and egress. Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above 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 and indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado loss, if any, payable to the Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned failed to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then said Mortgagee, or assigns, may at Mortgagee's option insure said Mortgagee, or assigns, may at Mortgagee's option insure said property for the 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 the date of payment by said Mortgagee, or assigns, and be at once due and payable. Upon condition, however, that if the said Mortgagor pays 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 secure, 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 encumbrance thereon, so as to endanger the debt hereby secured, then in any one 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, agents or assigns, shall be authorized to take possession of the premises hereby conveyed and with without 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 Courthouse of 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 if 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 the said Mortgagee, agents, or assigns may bid at sale and purchase said property, if the highest bidder therefore; and undersigned further agrees to pay a reasonable attorneys fee to said Mortgagee or assigns, for the foreclosure of the mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the 15TH day of January, 2008.

Grady Wayne Barefield

GRADY WAYNE BAREFIELD

Diana Jackson Barefield

DIANA JACKSON BAREFIELD

State of Alabama)

County of Shelby)

I, Kristal Mooney, a Notary Public in and for said County, in said State, hereby certify that, GRADY WAYNE BAREFIELD, and, DIANA JACKSON BAREFIELD in fact whose names is signed to the foregoing conveyance, and who is (made) known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day bears date.

Give under my hand and official seal this the 15th day of January, 2008.

Kristal Mooney

Notary Public

My Commission Expires: 2-15-09