

FORM NO. 1560 REVISED 10-78

PRINTED MATTER—1457 WORDS

889

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

WHEREAS, A. E. BURGESS

IN THE SUM OF THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00)

DOLLARS, AS EVIDENCED

THE 1st DAY OF January, 2001.

A. E. BURGESS and wife, MARY RUTH BURGESS

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

BOOK 407 PAGE 303
See Nelson Misc. Dr. 52 pp. 768 (A. 22-83)

PARCEL I

The East half of the Southeast Quarter of Section 11, Township 21 South, Range 5 West, Shelby County, Alabama, except a part of a cemetery lot situated in the Southwest corner thereof.

The Southwest Quarter and the West half of the Southeast Quarter of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama.

PARCEL II

The Northwest Quarter of the Southeast Quarter, the East 25 acres, of the Southwest Quarter of the Southeast Quarter excepting therefrom a part of a cemetery lot in the Southeast corner thereof.

That part of the Northeast Quarter of the Southwest Quarter Northerly of the center of Shades Creek Flowing east. All situated in Section 11, Township 21 South, Range 5 West, Bibb County, Alabama.

PARCEL III

The West half of the Southeast Quarter of the Northeast Quarter of Section 11, Township 21, Range 5 West, Shelby County, Alabama.

Also the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 11, Township 21, Range 5 West, Bibb County, Alabama.

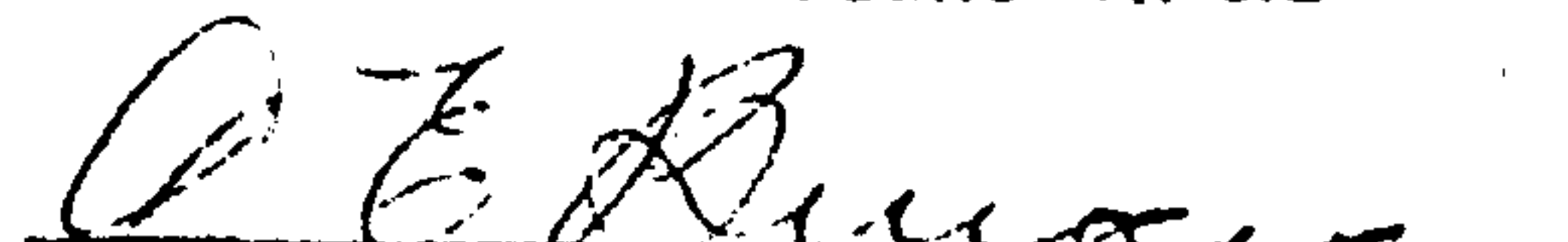
LESS AND EXCEPT Commence at the point where Shelby County Highway N. 13 intersects the East boundary line of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 12, Township 21 South, Range 5 West the same being the point of beginning; thence West along the North boundary of said highway 13 for a distance of 30 feet; thence turn right with an angle of 90 degrees and run North to a point on the South boundary line of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 12, Township 21 South, Range 5 West; thence East along said South boundary line a distance of 30 feet to the Southeast corner of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 12; thence South along the East boundary line of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of said Section 12 to the point of beginning.

Subject to existing public roads and utility easements of record.

SUBJECT TO THE FOLLOWING:

1. Right of way to Shelby County for public road affecting part of the $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 11 and the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ and $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 12, all in Township 21 South, Range 5 West, Shelby County, Alabama, as shown by instrument dated May 28, 1962 and recorded in Deed Book 221, page 403 in said Probate Records. (Parcel I)
2. Easement to Colonial Pipe Line Company for pipe line right of way affecting a part of the $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama as shown by instrument dated April 26, 1963 and recorded in Deed Book 225, page 468 in said Probate Records and by instrument dated May 18, 1971 recorded in Deed Book 268, page 27 in said Probate Office. (Parcel I)
3. Easements granted Plantation Pipeline Company recorded in the Probate Office of Bibb County, Alabama as follows: 54 Deeds, page 104; 63 Deeds, page 531, and 64 Deeds, page 267 (Parcel II)
4. Easement granted Bibb County, Alabama as recorded in Volume 74 of Deeds, page 471 in said Probate Office. (Parcel II)
5. Rights granted to Plantation Pipe Line Company by instruments dated April 13, 1950, January 17, 1951, June 26, 1956 and November 24, 1969 as shown by recorded instruments in Deed Book 53, page 29; Deed Book 54, page 104; Deed Book 64, page 267 and Deed Book 92, page 633, respectively, all being recorded in Probate Office of Bibb County, Alabama. (Parcel III)
6. Easement dated Dec. 4, 1978 recorded in Probate Office of Shelby County, Alabama in Deed Book 317, page 175.

The foregoing description is attached to and made a part of that certain mortgage executed by A.E. Burgess dated November 25, 1980, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$300,000.00.


Signed for Identification

TO HAVE AND TO HOLD THE AFOREGRAUNTED 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 AFOREGRAUNTED 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.

BOOK 407 PAGE 305

IF THE GRANTOR FAILS TO PAY WHEN DUE ANY SUMS HEREBY SECURED OR SHOULD GRANTOR FAIL TO PERFORM ANY COVENANTS, AGREEMENTS, OR CONDITIONS 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 25th DAY OF November, 1980.

ATTEST:

A. E. Burgess L. S.
Mary Ruth Burgess L. S.

_____ L. S.

19801125000134640 Pg 4/4 .00
Shelby Cnty Judge of Probate, AL
11/25/1980 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA

SHELBY COUNTY.

I, the undersigned, a Notary Public IN AND

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT A. E. BURGESS and wife, MARY RUTH BURGESS

WHOSE NAME s are SIGNED TO THE FOREGOING MORTGAGE, AND WHO are KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE WITHIN MORTGAGE they EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 25th DAY OF November, 1980

MY COMMISSION EXPIRES 12/28/80

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

STATE OF _____

COUNTY.

I, _____, a _____ IN AND

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 NOV 25 AM 10:29

Francis A. Brasher, Jr.
JUDGE OF PROBATE

Rec. 600
Ind. 100
700

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

AT PAGE _____

JUDGE OF PROBATE.