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This instrument prepared by John W. Webb Date 6/24/82

For Coosa Valley Production Credit Association

Address P.O. Box 3478, Oxford, Alabama 36203

## REAL ESTATE MORTGAGE

WHEREAS, Francis H. Hare, Jr. and wife, Suzanne B. Hare

(hereinafter called mortgagor), is indebted to Coosa Valley Production Credit Association of Oxford, Alabama, (hereinafter called mortgagee) in the sum of Two Hundred Sixty Seven Thousand Four Hundred Forty Dollars & no/100

DOLLARS, as evidenced by a promissory note or notes of even date herewith, payable as provided in said notes, as follows:

No. 1, for \$ 24,240.00 due 6/24/83; No. 5, for \$ 42,250.00 due 6/24/87;  
No. 2, for \$ 27,850.00 due 6/24/84; No. 6, for \$ 48,540.00 due 6/24/88;  
No. 3, for \$ 32,000.00 due 6/24/85; No. 7, for \$ 55,790.00 due 6/24/89;  
No. 4, for \$ 36,770.00 due 6/24/86;

together with interest thereon from date thereof at the per annum rate of interest provided for in each note; each said note also providing for a reasonable collection and attorney's fee;

WHEREAS, it is contemplated between the parties that the mortgagor herein may now be, or hereafter become, indebted to said mortgagee on account of additional loans or obligations, all of which said indebtedness shall be construed to include without being limited to any and all debts or indebtednesses of any other party or parties in favor of the mortgagee herein for which the undersigned mortgagor is now or may hereafter (and before the payment in full of the mortgage debt hereinabove described) become contingently liable or obligated as surety, guarantor, endorser, or otherwise, as well as any and all direct or liquidated indebtedness now or hereafter (and before the payment in full of the said mortgage debt hereinabove described) incurred by the undersigned mortgagor in favor of the mortgagee;

NOW, THEREFORE, to secure the payment of said indebtedness, or any other indebtedness of mortgagor to mortgagee or its assigns, and to secure any other amount that the mortgagee or its assigns may advance to the mortgagor before the payment in full of all said indebtednesses, cost of collection and attorney fee, and the performance of covenants and agreements herein made Frances H. Hare, Jr. and wife, Suzanne B. Hare

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(Names of All Mortgagors and Spouses) \_\_\_\_\_ in consideration of the premises,  
do hereby grant, bargain, sell, convey, warrant, and assign unto said mortgagee or its assigns the following described property situated in Clay & Shelby County, Alabama, (unless otherwise specified) to wit:

SEE EXHIBIT "A" ATTACHED

To have and to hold the foregranted premises, together with improvements and appurtenances thereunto belonging, unto the mortgagee and assigns forever. Mortgagor contemplates obtaining additional future loans from mortgagee and mortgagor further covenants and agrees that this mortgage instrument shall, in addition to this debt, secure all other debts and obligations owed by mortgagor to mortgagee; and should mortgagor become indebted to mortgagee in excess of the amount herein stated, including pre-existing indebtedness, mortgagor expressly agrees that such debt shall be and the same is hereby made a part of the mortgage debt, with all the rights, power and authority, as to the collection and foreclosure herein expressed. Mortgagor expressly agrees that the language contained in this instrument and the language contained in each of the promissory notes given unto mortgagee sets forth the intention of mortgagor.

Mortgagor does hereby further pledge, pawn and deliver unto said Mortgagee, its successors or assigns, all of the stock and participation certificates of said Mortgagee, owned or acquired hereafter by the debtor, said Mortgagee hereby accepting and acknowledging same.

Mortgagor covenants with Mortgagee and assigns that Mortgagor is lawfully seized in fee of the aforegranted premises, that they are free of all encumbrances; that Mortgagor has a good right to sell and convey same to Mortgagee; that the Mortgagor will warrant and defend said premises to Mortgagee and assigns forever against the lawful claims and demands of all persons.

Mortgagor further covenants and agrees with Mortgagee and assigns to pay when due all taxes or other liens against all property described herein; to keep all such property insured against such risks and in such amounts required by Mortgagee, with loss payable to Mortgagee as its interest may appear; to properly cultivate and care for said property and not to commit waste or allow waste to be committed thereon; and not to sell or further encumber said property without the written consent of Mortgagee or its assigns.

If the Mortgagor fails to pay when due any sums hereby secured including any future advances or should Mortgagor fail to perform any of the agreements 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 or assigns, be declared due; in either event the Mortgagee or its agent or assigns 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 therein shall suffice; in event of sale the Mortgagee or assigns is authorized to purchase the said property, or any part thereof, and the auctioneer or person making the sale is hereby expressly empowered to execute a deed in Mortgagor's name to any purchaser at such sale. The proceeds of sale shall be applied first, to payment of all expenses incident to the sale, including a reasonable and lawful attorney's fee; second, to all indebtednesses secured by this instrument; and third, the balance, if any, to be paid to Mortgagor or any party or parties entitled thereto.

Mortgagor also covenants and agrees that, in case the Mortgagee herein, its successors or assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, the mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt thereby secured to the extent permitted by law.

Mortgagor further specifically waives all exemptions which mortgagor has, or to which mortgagor may be entitled under the Constitution and laws of the State of Alabama in regard to the collection of the indebtedness hereby secured.

It is hereby agreed by the mortgagor and mortgagee that failure of the mortgagor to insure said property in accord with the agreements secured hereby and pay the premiums on such insurance before the same become delinquent, as well as failure to pay all such taxes and assessments before the same become delinquent, shall constitute default in the terms of this mortgage; and, in such event, the mortgagee may at its option and without notice pay such delinquent insurance premiums, taxes or assessments, add same to the principal of the mortgage indebtedness, declare the mortgage in default, and proceed at its option to foreclose the same just as if default had been made in payment of the indebtedness or indebtednesses hereby secured.

Unless a contrary intention is indicated by the context, words used herein in the masculine gender include the feminine and the neuter, the singular includes the plural and the plural the singular.

THIS MORTGAGE SECURES PRE-EXISTING AND SUBSEQUENT DEBTS.

WITNESS the signature of Mortgagor, this 24th day of

June

1982

*James H. Hare, Jr.* L.S.  
Francis H. Hare, Jr.  
*Suzanne B. Hare* L.S.  
Suzanne B. Hare

STATE OF ALABAMA

*Jefferson* COUNTY

*I, the undersigned, a Notary Public* in and for said County, in said State, hereby certify that *Francis H. Hare, Jr. and Suzanne B. Hare* whose name(s) is (are) sign to the foregoing mortgage, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the within mortgage, he (they) executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of

*June* A.D., 1982

My commission expires *2-12-84*

*Sharon Clements*  
(Official Title)

STATE OF ALABAMA

COUNTY

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within mortgage was filed in this office for record on the \_\_\_\_\_ day of

\_\_\_\_\_, A.D., 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_

of Mortgages, page \_\_\_\_\_

Judge of Probate

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Exhibit "A"

Francis H. Hare, Jr. and wife, Suzanne B. Hare  
Mortgage dated June 24, 1982

The North  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 23, Township 20, Range 7 East. All of Section 14, Township 20, Range 7 East, except the following described part: Begin at the SW corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 14; thence East along the South line of said NW $\frac{1}{4}$  of NW $\frac{1}{4}$  92 yards and  $\frac{3}{4}$  of an inch; thence North and parallel to the West line of NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  276 yards and 2 $\frac{1}{2}$  inches; thence West and parallel to the South line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section 92 yards and  $\frac{3}{4}$  of an inch to the West line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section; thence South along the West line 276 yards and 2 $\frac{1}{2}$  inches.

Also except that part of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 14, described as follows: Begin at the NW corner of said SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence East 92 yards and  $\frac{3}{4}$  of an inch; thence South and parallel to the West line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section 62.6 yards; thence West and parallel to the North line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section 92 yards and  $\frac{3}{4}$  of an inch to the West line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section; thence North along said West line 62.6 yards to the point of beginning.

Also, except a one acre square in the NW $\frac{1}{4}$  marked cemetery, according to the survey of Grady T. Headrick, dated August 6, 1969. Also except any part that lies within State Highway #77 and County Road and dirt road, according to the survey of Grady T. Headrick, dated August 6, 1969.

Less and Except: All that part of the NW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of Section 14, Township 20, Range 7 East, and the North  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 23, Township 20, Range 7, lying Southwest of State Highway #77.

Also except a strip of land lying in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, and SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 14, Township 20 South, Range 7 East, and containing 6.26 acres, more or less, described as follows:

Commencing at the northeast corner of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, Township 20 South, Range 7 East, thence southerly along the east line of said NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , the east property line, a distance of 673 feet, more or less, to a point that is 110 feet northeasterly of and at right angles to the centerline of Project No. S-1407 (103) and the point of beginning of the property herein to be conveyed; thence continuing southerly along said east property line (crossing the centerline of said project at approximate Station 191+74) a distance of 279 feet, more or less, to a point that is 100 feet southwesterly of and at right angles to the centerline of said project, thence North 88 degrees 56' 02" W, parallel to the centerline of said project, a distance of 811 feet, more or less, to a point that is 100 feet southwesterly of and at right angles to the centerline of said project at Station 199+00; thence southwesterly along a straight line a distance of 96 feet, more or less, to a point on the present northeast right-of-way line of Alabama Highway #77, that is 40 feet northeasterly of and at right angles to the centerline of said highway at Station 215+75; thence northwesterly along said present northeast right-of-way line (crossing the centerline of said project at approximate Station 204+51) a distance of 855 feet, more or less, to a point that is 110 feet northeasterly of and at right angles to the centerline of said project; thence southeasterly along a curve to the right (concave southwesterly) having a radius of 7749.44 feet, parallel to the centerline of said project a distance of 740 feet, more or less, to a point that is 110 feet northeasterly of and at right angles to the centerline of said project at Station 199+78.93; thence 46 degrees 56' 02" W, parallel to the centerline of said project a distance of 700 feet, more or less, to the point of beginning. The foregoing is as shown on the right-of-way map of Project No. S-1407 (103) as recorded in the Office of the Judge of Probate, Clay County, Alabama.

SIGNED FOR IDENTIFICATION

x Francis H. Hare, Jr.  
Francis H. Hare, Jr.

x Suzanne B. Hare  
Suzanne B. Hare

Exhibit "A" Continued

Frances H. Hare, Jr. and wife, Suzanne B. Hare  
Mortgage dated June 24, 1982

Less and except: A tract of land consisting of twenty (20) acres, more or less, lying and being North and West of a paved county road in Northwest (NW) corner of property formerly owned by the estate of C. C. Twilley and being in the Northwest (NW) one-fourth ( $\frac{1}{4}$ ) of Section Fourteen (14), Township Twenty (20) South, Range Seven (7), East, in Clay County Alabama.

Less and except: Commencing at a point where the North R.O.W. line of existing Alabama Highway #77 intersects the East line of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, Township 20, South, Range 7 East, said point being the point of beginning; thence Northwesterly along said R.O.W. to a concrete R.O.W. marker; thence Northeasterly to a concrete R.O.W. marker on the South R.O.W. line of the proposed new Alabama Highway #77; thence Southeasterly along said R.O.W. line to a point that intersects the East line of above mentioned quarter, quarter; thence South along said quarter line to the point of beginning. Said land being situated in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, Township 20 South, Range 7 East, Clay County, Alabama, according to a plat of the Alabama State Highway Dept. Tract 39, Project Number S-1407 (103, Clay County, Alabama plat dated 4/29/70 and shown as Tract "B", and containing 3.42 acres.

A certain tract of land lying in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 15, Township 20, Range 7, Clay County, Alabama, said land being that part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  lying east of Alabama Highway #77, and south of County Road #109 in said forty.

And also, a small tract of land lying in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14, Township 20, Range 7, Clay County, Alabama, that lies south of County Road #109. Said land lying the same tract of land as described in that certain instrument recorded in Deed Record 58, at page 101, in the Office of the Judge of Probate of Clay County, Alabama.

Also, Part of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 24, Township 18 South, Range 1, East, Shelby County, Alabama, said part being more particularly described as follows: Beginning at the southwest corner of said NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , run thence north along the west line of said  $\frac{1}{2}$ - $\frac{1}{4}$  section for a distance of 1097.01 feet; thence turn an angle to the right of 87° 47' and run easterly for a distance of 380.38 feet to a point on the southwest right-of-way line of Old Montevallo Road; thence turn an angle to the right of 42° 26' and run southeasterly along said road right-of-way line for a distance of 286.64 feet; thence turn an angle to the left of 3° 44' and run southeasterly along said road right-of-way line for a distance of 442.80 feet; thence turn an angle to the right of 37° 11' and run southeasterly for a distance of 219.23 feet; thence turn an angle to right of 58° 24' and run southwesterly for a distance of 261.40 feet; thence turn an angle to the right of 49° 19' and run westerly for a distance of 215.40 feet; thence turn an angle to the left of 97° 34' and run southerly for a distance of 260.88 feet; thence turn an angle to the right of 95° 46' and run westerly for a distance of 654.39 feet to the point of beginning; containing 19.373 acres, more or less.

SIGNED FOR IDENTIFICATION

Frances H. Hare, Jr.

Suzanne B. Hare

Rec 6.00  
Ind 1.00  
7.00

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

1982 JUL 14 PM 3:06

Thomas G. Livingston, Jr.  
JUDGE OF PROBATE

NO TAX COLLECTED