

MORTGAGE

THIS INSTRUMENT PREPARED BY:
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Attorneys at Law
Columbiana, Alabama 35051

STATE OF ALABAMA.

SHELBY COUNTY

WHEREAS, William R. Hill, Jr. and Cynthia Ann Hill
(Cynthia Ann Hill being one and the same person as Cynthia A. Hill)

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED MORTGAGEE,
IN THE SUM OF NINETY-SIX THOUSAND, SEVEN HUNDRED & NO/100 (\$96,700.00)

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HERewith, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF August, 2012

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

William R. Hill, Jr. and Cynthia Ann Hill, husband and wife,

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00) DOLLARS
PAID TO GRANTOR BY MORTGAGEE, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO SAID MORTGAGEE, ITS SUCCE-

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

PARCEL A: A parcel of land lying and being situated partly in the Southwest Quarter of Section 8, and partly in the Southeast Quarter of Section 7, all in Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: From the Northwest corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 8, run North along the Section line 30.82 feet to a point on a fence; thence run East along said fence for 280 feet to the Northwest corner of the parcel heretofore conveyed to Hill by Fennell; thence run South and parallel to the West line of Section 8 for 628.5 feet; run thence West and along a continuation of the lot previously mentioned that had heretofore been conveyed from Fennell to Hill, for 420.5 feet; thence run North and parallel to the West line of Section 8 for 622.1 feet to a point on a fence; run thence Easterly along said fence for 140.5 feet, and back to the point of beginning. Situated in Shelby County, Alabama.

PARCEL B: A parcel of land situated in the Southwest $\frac{1}{4}$ of Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: From the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, run North along the West section line for 30.82 feet to a point on a fence; thence run Easterly along said fence for 280.00 feet to the point of beginning of subject parcel of land; from said point thus established, continue to run along said fence for 1486.5 feet; thence deflect right an angle of 109 deg. 00 min. and run Southwesterly and parallel to the West right of way line of the railroad right of way line for 660 feet; thence deflect right 90 deg. and run Westerly and parallel to the North line for 1264 feet; thence deflect right 90 deg. and run Northerly for 628.5 feet and back to the point of beginning. Being situated in Shelby County, Alabama.

PARCEL C: A 30 foot easement situated in the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 8, and run North along the West $\frac{1}{4}$ - $\frac{1}{4}$ line for 30.82 feet to a point on a fence; thence run Easterly along said fence line for 1766.5 feet to the point of beginning; thence continue in an Easterly direction along said fence line a distance of 30 feet, more or less, to the right of way of Shelby County Highway No. 17; thence Southerly along said Highway right of way a distance of 30 feet; thence run West and parallel with the North boundary of property herein described to a point on the Easterly boundary of property heretofore conveyed to William R. Hill, Jr. and Cynthia Ann Hill as shown by Deed Book 335, page 729; thence run in a Northerly direction along the East line of said Hill property to the point of beginning of said easement; being situated in Shelby County, Alabama. Subject to the rights of others, if any, in and to the use of the above described easement.

Subject to all existing public road rights of way and public utility easements.

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Subject to the following:

1. Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 108, Page 334, Deed Book 61, Page 46, Deed Book 76, Page 281, Deed Book 133, Page 523, and Deed Book 158, Page 559, in Probate Office of Shelby County, Alabama.
2. Easement to Little Gem Coal Co. as shown by instrument recorded in Deed Book 92, Page 203, in Probate Office.
3. Right of way granted to Cahaba Coal Mining Company by instrument recorded in Deed Book 12, Page 58, in Probate Office.
4. Right of way granted to Briarfield-Blocton Birmingham Railroad Company by instrument recorded in Deed Book 12, Page 185, in Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 310, Page 296, in said Probate Office.
6. Oil, gas and mineral lease to Joe B. Hanna recorded in Deed Book 307, Page 828.
7. Subject to the North 30 feet being used for a right of way as shown by a prior survey in the files of Cahaba Title Insurance Company, which map was prepared by Allen Whitley.
8. Overhead utility easement 42.5 feet West of lot corner (Parcel A), as shown on survey of Thomas D. Horn, Reg. No. 1870, dated June 1, 1982.

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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 THEREYO, 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.

IF THE GRANTOR FAILS TO PAY WHEN DUE ANY SUMS HEREBY SECURED OR SHOULD GRANTOR FAIL TO PERFORM ANY OF THE AGREEMENTS HEREIN CONTAINED, OR BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN BANKRUPTCY OR RECEIVE AN ORDER OF RECEIVERSHIP, OR BE OTHERWISE LEGALLY DECLARED INSOLVENT, OR IF THE GRANTOR SHOULD BE DECEASED, OR IF 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 19th DAY OF July 19 82

ATTEST:

[Signature] L. S.
Cynthia Ann Hill L. S.
L. S.

STATE OF ALABAMA

SHELBY COUNTY.

I, the undersigned, a Notary Public IN AND

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

WILLIAM R. HILL, JR. and CYNTHIA ANN HILL, husband and wife,

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 19th DAY OF July 1982

[Signature]

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MY COMMISSION EXPIRES 12/3/84

Notary Public, State of Alabama at Large
(OFFICIAL TITLE)

STATE OF

COUNTY.

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

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.