[redacted]

MORTGAGE

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

STATE OF ALABAMA,

SHELBY COUNTY

WHEREAS, E. Farley Moody, II

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED MORTGAGEE,

IN THE SUM OF TWENTY-FIVE THOUSAND, TWO HUNDRED AND NO/100 ($25,200.00) 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 June, 2002

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

E. Farley Moody, II and wife, Mary Louise Moody,

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

NE¼ of the NW¼; N½ of the SE¼ of the NW¼; and part of the NW¼ of the NE¼ of Section 5, Township 24 N, Range 14E, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the NW quarter of the NE quarter of Section 5, Township 24N, Range 14E; thence, run South along the East line of said quarter quarter Section for 420' to point of beginning of property herein described; thence, run West parallel with North boundary of said quarter quarter section for 1050'; thence run North parallel with East boundary of said quarter quarter section 420' to the North boundary of said quarter quarter section; thence, run West along said North boundary for 270' m/l to the NW corner of said quarter quarter section; thence, continue West along the North boundary of the NE quarter of the NW quarter for 1320' m/l to the NW corner of said quarter quarter section; thence, run South along West boundary of the E½ of the NW quarter for 1980' m/l to the SW corner of the N½ of the SE¼ of the NW¼; thence, run East along South line of said 1/2 quarter quarter section for 1320' m/l to the SE corner of said 1/2 quarter quarter section; thence, run North along East boundary of the SE¼ of the NW¼ for 660' m/l to the SW corner of the NW¼ of the NE¼; thence, run East along South boundary of said quarter quarter section 1320' m/l to the SE corner of said quarter quarter section; thence, run North along East boundary of said quarter quarter section for 900' m/l to the point of beginning.

Also, an Easement described as follows:
Begin at the SE corner of the NE¼ of the NE¼ of Section 6, Township 24 North, Range 14 East, thence East a distance of 30 feet along the South line of said ¼ ¼ Section to a point; thence Southeasterly to a point on the East line of the SE¼ of the NE¼ of Section 6, Township 24 North, Range 14 East, which is 30 feet South of the point of beginning; thence East and parallel to the South line of the NW¼ of the NW¼ of Section 5, Township 24 North, Range 14 East, to a point on the West line of the dominant estate hereinafter described; thence North to the SE corner of the NW¼ of NW¼ of Section 5, Township 24 North, Range 14 East; thence West along the South line of the NW¼ of NW¼ of Section 5, Township 24 North, Range 14 East, to the point of beginning.(Easement as described in Deed Book 341,page 940).

Also, an Easement described as follows:
Begin at the SE corner of NE¼ of NE¼ of Section 6, Township 24 North, Range 14 East; thence North 30 feet along the East line of said ¼ ¼ Section to a point; thence West and parallel to the South line of the NE¼ of NE¼ of Section 6, Township 24 North, Range 14 East, to a point on the West line of NE¼ of NE¼ of Section 6, Township 24 North, Range 14 East, which is 30 feet North of the SW corner of said ¼ ¼ Section and which point is located on the Nort boundary of a Shelby County road; thence South 30 feet to the SW corner of said ¼ ¼ Section;thence East along the South line of said ¼ ¼ Section to the point of beginning.

Subject to the rights of others, if any, in and to the use of the two above described Easemer

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

BOOK 423 PAGE 268

TO HAVE AND TO HOLD THE AFOREGRANTED PREMISES, TOGETHER WITH IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING, UNTO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS FOREVER

GRANTOR COVENANTS WITH MORTGAGEE THAT GRANTOR IS LAWFULLY SEIZED IN FEE OF THE AFOREGRANTED 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 RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR IF NOT SO APPLIED MAY, AT THE OPTION OF MORTGAGEE, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, 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 CONSIDERS 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 MORTGAGEE. 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, JUDGEMENTS, 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 DEFERMENTS 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.

[redacted] [redacted] [redacted]

[illegible] [redacted] [illegible] [redacted] [illegible] [redacted] [illegible] ...ATION ONCE A WEEK FOR THREE WEEKS, OF THE TIME, PLACE AND TERMS OF SALE IN A NEWSPAPER PUBLISHED ... COUNTY IN WHICH ANY PART OF SAID LANDS IS SITUATED; IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY OR COUNTIES, PUBLICA... 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 14th DAY OF September 19 82

ATTEST:

Mary Louise Moody L. S.

E. Farley Moody II L. S.

STATE OF ALABAMA

SHELBY COUNTY.

I, the undersigned, A Notary Public IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

E. Farley Moody, II and wife, Mary Louise Moody,

WHOSE NAMEs 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.

BOOK 423 PAGE 269

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14th DAY OF September, 19 82

Lance Bradford

MY COMMISSION EXPIRES 12/3/84

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

STATE OF

NO TAX COLLECTED

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
1982 SEP 14 AM 11:11
JUDGE OF PROBATE

Rec 4.50
Ind 1.00
5.50

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.