

U-DA-FmHA

FmHA Form 427-1 AL

(Rev. 9-11-79)

Position 5

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The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, Washington, D.C., and the material in the blank spaces in the form was inserted by or under the direction of

James W. Henson

(Name)

1813-B 3rd Avenue North, Bessemer 35021

(Address)

REAL ESTATE MORTGAGE FOR ALABAMA

THIS MORTGAGE is made and entered into by Greenpond Water System, a corporation,

organized and existing under the laws of the State of Alabama, with its

~~XXXXXX~~ principal place of business in Bibb County, Alabama, whose post office address

is Greenpond, Alabama 35074,

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
9/17/82	\$215,000.00	5%	9/17/2022
4/07/77	305,000.00	5%	4/07/2017
7/08/71	18,200.00	5%	7/08/2011
12/07/66	78,000.00	4.5%	12/07/2006

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other law administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a:

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

of Alabama, County(ies) of Bibb, Shelby, and Tuscaloosa :

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Notation Service
Phone No. 35080

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Also all the assets comprising the water work system of the borrower consisting of sites, tanks, pumping stations, pipelines, easements, rights-of-way, meters, and all fixed equipment and appurtenances thereto in the Counties of Bibb, Shelby, and Tuscaloosa, Alabama, whether or not located upon real estate herein-above described and all such properties and assets which the borrower may hereinafter acquire with like effect as though now owned by the borrower and as though covered and conveyed hereby by specific and apt descriptions, together with all revenues and service charges which may arise or be had from the operation of the water works system.

It is the intention of the parties that this present mortgage shall be additional security for the promissory notes executed by the President and Secretary of the Greenpond Water System, Inc., on 4-7-77, 7-8-71, and 12-7-66. It is further the intention of the parties that the mortgages dated 4-7-77, 7-8-71, and 12-7-66 shall remain in full force and effect.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

TRACT NO. 1:

Beginning at a point, which point is the Southeast corner of the Northeast quarter of the Southeast quarter of Section 11, Township 21 South, Range 6 West; thence run North along the section line for a distance of 188.0 feet to a point; thence turn 60 degrees to the left and run for a distance of 483.0 feet to the Southwest corner of the Worthington lot; thence turn 90 degrees 30 minutes to the right and run a distance of 3.5 feet to a point; thence continue to run on the same line for a distance of 219.4 feet to a point; thence turn 80 degrees 10 minutes to the left and run for a distance of 56.5 feet to a point; thence turn 13 degrees 15 minutes to the left and run for a distance of 58.3 feet to a point, which point is the true point of beginning of the boundary lines of the said parcel of land; thence continue to run on the same line for a distance of 100.0 feet to a point; thence turn 87 degrees 35 minutes to the left and run for a distance of 100.0 feet to a point; thence turn 92 degrees 25 minutes to the left and run for a distance of 100.0 feet to a point; thence turn 87 degrees 35 minutes to the left and run for a distance of 100.0 feet to the true point of beginning of the parcel of land herein described. The area of the parcel of land described herein is 0.25 acres, more or less, situated in Bibb County, Alabama.

TRACT NO. 2:

A parcel of land lying within the Northwest One-fourth of the Southwest One-fourth of Section 12, Township 21 South, Range 6 West, in Bibb County, Alabama, said parcel being more particularly described as follows: Begin at the Southwest corner of the Northwest One-fourth of the Southwest One-fourth of Section 12, Township 21 South, Range 6 West, said corner being a 2½ inch pipe with cap and being a corner between the I. L. Burt property and the property of Tennessee Coal and Iron Company; thence from said corner run due East along the South boundary of said quarter section and North boundary of said Tennessee Coal and Iron Company property for a distance of 504.24 feet to an iron pipe, said iron pipe being the true point of beginning and the Southeast corner of a triangular tract of land being herein described; thence from said true point of beginning turn 80 degrees 01 minutes to the left and run in a Northern direction for a distance of 220.92 feet to an iron pipe, said iron pipe being the Northwest corner of the triangular tract of land being herein described, said iron pipe being located on the South boundary of a three-acre tract of land owned by the Trustees of the Greenpond Community Club and being located 267.88 feet Southeast of the Southwest corner of said three-acre tract; thence from said iron pipe turn 127 degrees 00 minutes 30 seconds to the right and run in a southeastern direction along the South boundary of said three-acre tract for a distance of 297.65 feet to an iron pipe, said iron pipe being the Southeast corner of the triangular tract of land being herein described, and said iron pipe being located on the South boundary of the Northwest One-fourth of said Section 12 and on the North boundary of said Tennessee Coal and Iron Company property at a distance of 581.30 feet due West of the Southeast corner of said quarter section; thence turn 133 degrees 00 minutes 30 seconds to the right and run due West along the South boundary of said quarter section for a distance of 241.48 feet to the true point of beginning, said parcel herein described containing 0.60 acre, more or less.

The above tracts of land are subject to easements of record to third parties and also subject to Mortgage from Greenpond Water System to United States of America,

dated December 7, 1966, and recorded in Mortgage Book 128, Page 515, Judge of Probate Records, Bibb County, Alabama, and also subject to Mortgage from Greenpond Water System to United States of America, dated July 8, 1971, and recorded in Mortgage Book 136, Page 11, Judge of Probate Records, Bibb County, Alabama.

TRACT NO. 3:

100
600
429
The right and easement to take water from the spring situated on the following described land located in Bibb County, Alabama: Beginning at the intersection of the north right-of-way line of the Louisville and Nashville Railroad and the west boundary of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 34, Township 21 South, Range 6 West; thence South 86 degrees East 180 feet to a point; thence South 1 degree West 50 feet to Coffee Creek; thence up said Coffee Creek to the north right-of-way boundary of the L & N Railroad; thence North 70 degrees West 132 feet with the said north right-of-way boundary to the place of beginning, containing 0.15 acres, more or less; Also, an easement for the installation, use and maintenance of a pipe line for the purpose of transporting water taken from said spring and such utility lines as may be necessary or desirable in connection therewith along, over and across that part of the West 20 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34, lying south of the south right-of-way line of the Louisville and Nashville Railroad, being a distance of approximately 900 feet from said south right-of-way line to the south line of said quarter-quarter section. (Being the same rights and easements granted by Champion International Corporation ("Champion") to Green Pond Water System, Inc., as shown by deed dated September 15, 1975, and filed for record in the Probate Office of Bibb County, Alabama, on April 22, 1976, in Deed Book 104.)

TRACT NO 4:

A parcel of land containing $\frac{1}{2}$ acre, more or less, located in the Northeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of said Section 16 and run South along the East boundary of said section 2229.41 feet; thence run North 49 degrees 53 minutes West 1464.5 feet; thence run South 77 degrees 43 minutes West 75.3 feet to a point on the Southwest boundary of Alabama Hwy. No. 5; thence run South 49 degrees 53 minutes East along said road boundary 338 feet to the point of beginning of this description; thence run South 63 degrees 33 minutes West 154.07 feet; thence turn 109 degrees 22 minutes left and run 154.07 feet; thence turn 70 degrees 38 minutes left and run 154.07 feet to a point on the Southwest boundary of said road; thence turn 109 degrees 22 minutes left and run 154.07 feet to the point of beginning. (Being the same lands conveyed by Weyerhaeuser Company, a Washington Corporation, to Greenpond Water System, Inc., as shown by deed dated August 18, 1975, and filed for record in the Probate Office of Bibb County, Alabama, in April 22, 1976, at 3:49 P.M. and recorded in Deed Book 104.)

TRACT NO. 5:

A tract of land lying in the northwest quarter of the northeast quarter, Section 18, Township 21 South, Range 5 West, Bibb County, Alabama, more particularly described as follows:

Beginning at a point which is the southeast corner of the northwest quarter of the northeast quarter of Section 18, Township 21 South, Range 5 West, Bibb County, Alabama, and said parcel of land being more particularly described as being one hundred (100) feet in width and one hundred (100) feet in length as hereinafter described.

Begining at a point which is the southeast corner of the northwest quarter of the northeast quarter of Section 18, Township 21 South, Range 5 West, thence measuring along the east line of said northwest quarter of the northeast quarter a distance of one hundred and seventeen and seventy-one hundredths (117.71) feet to a point, thence turning $84^{\circ} 06'$ left and measuring in a westerly direction along the centerline of Bibb County Highway No. 12 a distance of six hundred and thirty-two and seventy-nine hundredths (632.79) feet to a point, thence turning $124^{\circ} 30'$ right and measuring one hundred and ninety-five and fifty-six hundredths (194.56) feet to a point, thence turning $86^{\circ} 15'$ left and measuring eighteen and ninety-nine hundredths (18.99) feet to a point, said point being the true point of beginning of said parcel of land; thence measuring in a northwesterly direction one hundred and no hundredths (100.00) feet to a point, thence turning $90^{\circ} 00'$ to the right and measuring in a northeasterly direction one hundred and no hundredths (100.00) feet to a point, thence turning $90^{\circ} 00'$ to the right and measuring in a southeasterly direction one hundred and no hundredths (100.00) feet to a point, thence turning $90^{\circ} 00'$ to the right and measuring southwesterly one hundred and no hundredths (100.00) feet to a point, said point being the true point of beginning of said parcel of land.

The area of land described thereinabove is 0.230 acre, more or less.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, or conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Upon default by the Borrower as aforesaid, the Government and its assigns may take possession of the property and foreclose this mortgage by sale to the highest bidder, for cash, at the courthouse door of any county in which all or a part of the property is situated, after advertising the time, place and terms of sale once a week for three successive weeks in a newspaper of general circulation in each county in which a portion of the property is situated.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) on this the 17th day of September, 1982.

GREENPOND WATER SYSTEM, INC.

Larry R. Lingen (SEAL)
Its President
Carol H. Lingen (SEAL)
Its Secretary

1982 SEP 20 AM 10:06

ACKNOWLEDGEMENT

STATE OF ALABAMA

B i b b

COUNTY

55:

NO TAX COLLECTED

Betty P. Morris

I, _____, A Notary Public in and for said County, in said

Terry R. Largin and Carol Howell

8. I, _____, do hereby certify that

whose name(s) are signed to the foregoing conveyance and who are known

to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of September, 1982.

(SEAL)

My commission expires:

Betty P. Morris

Notary Public

State at Large