

This instrument was prepared by

210

(Name) R. Dale Wallace, Jr., Attorney at Law

(Address) 2220 Highland Avenue, Birmingham, Alabama 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

B.C.F. FARMS, LIMITED, an Alabama limited partnership,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Violet J. Frederick

(hereinafter called "Mortgagee", whether one or more), in the sum

of Ten Thousand and No/100----- Dollars
(\$10,000.00), evidenced by promissory note.

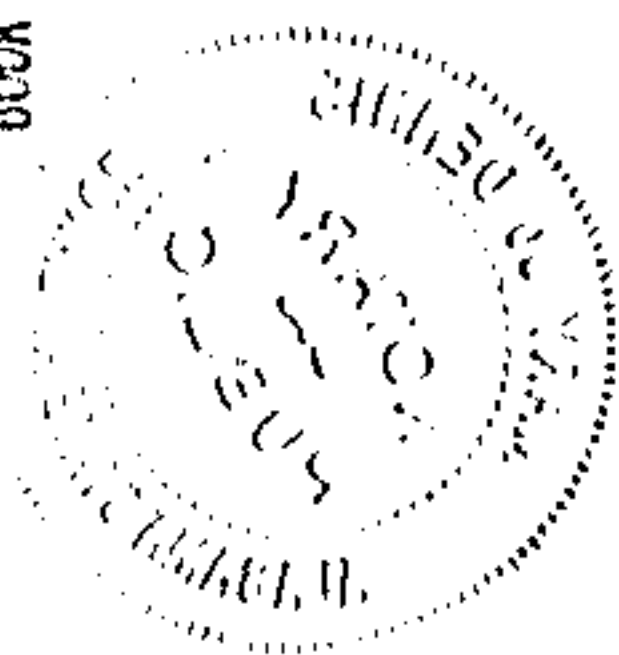
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, B.C.F. FARMS, LIMITED, an
Alabama limited partnership,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby County, State of Alabama, to-wit:

See Exhibit "A" attached hereto.

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set its signature and seal, this 30 day of December, 1982.

B.C.F. FARMS, LIMITED (SEAL)

By: Ben Casey Frederick, Jr. (SEAL)
Ben Casey Frederick, Jr. (SEAL)

(SEAL)

THE STATE of

COUNTY }

I,

hereby certify that

, a Notary Public in and for said County, in said State,

whose name signed to the foregoing conveyance, and who

that being informed of the contents of the conveyance

Given under my hand and official seal this

known to me acknowledged before me on this day,

executed the same voluntarily on the day the same bears date.

day of

, 19

Notary Public.

THE STATE of ALABAMA

SHELBY

COUNTY }

I, the undersigned

hereby certify that Ben Casey Frederick, Jr.

, a Notary Public in and for said County, in said State,

an Alabama limited

whose name as general partner

of B.C.F. FARMS, LIMITED, partnership,

is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 30th day of December

1982

Mary Jo Danner, Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

Commence at the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, and run in a Westerly direction along the North line of said Section a distance of 660.24 feet to the point of beginning of the herein described parcel; thence deflect 93 degrees 03 minutes 29 seconds to the left and run in a Southeasterly direction a distance of 202.00 feet to a point; thence turn an interior angle of 266 degrees 56 minutes 31 seconds and run to the left in an Easterly direction a distance of 240.00 feet to a point; thence turn an interior angle of 93 degrees 03 minutes 29 seconds and run to the right in a Southeasterly direction a distance of 325.54 feet to a point; thence turn an interior angle of 86 degrees 56 minutes 31 seconds and run to the right in a Westerly direction a distance of 260.00 feet to a point; thence turn an interior angle of 93 degrees 03 minutes 29 seconds and run to the right in a Northwesterly direction a distance of 527.54 feet measured (525 feet deed) to point on the North line of said Section; thence turn an interior angle to 86 degrees 56 minutes 31 seconds and run to the right in an Easterly direction a distance of 20.00 feet, more or less, to the point of beginning of the herein described parcel.

ALSO, an easement for water lines as they presently exist from the Westover Water & Fire Protection Authority serving the above described property now situated across the following described property in Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, and run in a Westerly direction along the North line of said Section a distance of 420.24 feet to the point of beginning of the herein described parcel; thence continue along said line a distance of 240 feet to a point; thence turn an interior angle of 86 degrees 56 minutes 31 seconds and run to the left in a Southerly direction a distance of 202.00 feet to a point; thence turn an interior angle of 93 degrees 03 minutes 29 seconds and run to the left in an Easterly direction a distance of 240 feet to a point; thence turn an interior angle of 86 degrees 56 minutes 31 seconds and run to the left in a Northerly direction a distance of 202 feet to the point of beginning of the herein described parcel.
Situating in Shelby County, Alabama.

From the Northwest corner of Section 28, Township 19 South, Range 1 East, run East along the North boundary of said Section a distance of 597.28 feet to the point of beginning; thence right 104 deg. 09 min. a distance of 584.43 feet; thence left 83 deg. 10 min. a distance of 927.07 feet; thence left 111 deg. 28 min. a distance of 355.48 feet; thence left 87 deg. 59 min. a distance of 680.99 feet; thence right 88 deg. 05 min. a distance of 525.0 feet; thence left 88 deg. 02 min. a distance of 39.63 feet to the point of beginning, all lying in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East.

There is EXCEPTED herefrom the following described lot: From the Northwest corner of Section 28, Township 19, Range 1 East, run East along the North boundary of said Section a distance of 597.28 feet to the point of beginning; thence continue in a straight line a distance of 19.63 feet; thence right 88 deg. 02 min. a distance of 285.13 feet; thence right 67 deg. 48 min. a distance of 109.17 feet; thence right 126 deg. 12 min. a distance of 337.06 feet to the point of beginning.

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Qty. - 1500
Dec. 450
Add. 100
2050