

This instrument prepared by W.J.Cofield Date 12-22-83

For Coosa Valley Production Credit Association

1287 Address 2339 Hwy. 21 S., P. O. Box 3478, Oxford, AL 36203

REAL ESTATE MORTGAGE

WHEREAS, Gary L. Thompson and wife, Dorothy P. Thompson

(hereinafter called mortgagor) is indebted to Coosa Valley Production Credit Association of Oxford, Alabama, (hereinafter called mortgagee) in the sum of Ninety six thousand four hundred sixty five and 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 \$ <u>96,465.00</u> due <u>September 23, 1984</u>	No. 5, for \$ _____ due _____;
No. 2, for \$ _____ due _____;	No. 6, for \$ _____ due _____;
No. 3, for \$ _____ due _____;	No. 7, for \$ _____ due _____;
No. 4, for \$ _____ due _____;	

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 Gary L. Thompson and wife, Dorothy P. Thompson

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

"See ATTACHMENTS"

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 this 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.

P.O. Box 458 Oneonta, AL 35121

BOOK 441 PAGE 431

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 22 day of December, 19 83.

X Gary L. Thompson L.S.
Gary L. Thompson
X Dorothy P. Thompson L.S.
Dorothy P. Thompson

STATE OF ALABAMA

St. Clair COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify

that Gary L. Thompson and wife, Dorothy P. Thompson whose name(s) is (are) signed 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 22 day of December A.D., 1983.

My commission expires March 25, 1986

William J. Cogfield
(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

The following described land situated in St. Clair county being more particularly described as follows:

Part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 34, Township 16 South, Range 3 East, also a part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 3 East, and being more particularly described as follows: Commence at the SW corner of Section 34, Township 16 South, Range 3 East, thence N 88° 46' E along the south line of said Section 34, a distance of 598.62 feet; thence 78° 00' to the left 825.66 feet; thence 78° 00' to the right and run N 88° 46' E and parallel with the south line of said Section 34, a distance of 535.38 feet to the northeasterly right of way line of U.S. Highway # 78 and the point of beginning of tract herein described; thence continue N 88° 46' E and parallel with the south line of said Section 34, a distance of 804.64 feet to the center line of Wolf Creek, (note the following described lines are along the center line of Wolf Creek,) thence N 24° 03' E 56.67 feet; thence N 39° 46' E 188.65 feet; thence N 21° 23' E 50.59 feet; thence N 33° 59' W 81.25 feet; thence N 17° 50' E 46.85 feet; thence N 64° 58' E 92.70 feet; thence N 28° 38' E 75.83 feet; thence N 0° 38' W 76.48 feet; thence N 36° 00' E 29.84 feet; thence N 51° 12' E 117.84 feet; thence N 21° 51' E 69.72 feet; thence N 25° 13' W 49.45 feet; thence N 58° 28' W 79.10 feet; thence N 73° 02' W 52.04 feet; thence N 56° 25' W 85.66 feet; thence N 16° 57' W 136.25 feet; thence N 10° 31' E 56.16 feet; thence N 60° 17' E 97.50 feet; thence S 72° 59' E 48.14 feet; thence S 17° 03' E 60.38 feet; thence S 35° 22' E 85.62 feet; thence S 67° 59' E 76.63 feet; thence N 60° 36' E 49.78 feet; thence N 41° 58' E 54.61 feet; thence N 14° 12' E 69.82 feet; thence N 26° 36' W 64.07 feet; thence N 5° 23' W 49.27 feet; thence N 20° 42' W 90.00 feet; thence N 41° 31' E 70.88 feet; thence S 86° 39' E 51.42 feet to the east line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 34, Township 16, South, Range 3 East, said point being 582.67 feet south of the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence South leaving Wolf Creek along the east lines of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 1109.71 feet to the top of a Mountain, said point being 972.70 feet north of the SE corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 34, thence S 29° 04' 15" W 1109.71 feet to the NW corner of Lot 17 Block 2 of Boozer and Hamiltons Addition to Eden, as recorded in Plat Book 1908, page 55, in the Office of the Judge of Probate of St. Clair County, thence S 12° 49' 30" W along the westerly line of said Subdivision 833.08 feet to the northerly right of way of U.S. Highway #78, said point being on a curve to the right having a radius of 518.76 feet and a central angle of 62° 43' 40"; thence 91° 26' 26" to the right to the tangent of said curve, thence along the arc of said curve in a northwesterly direction and along said right of way 567.94 feet to the point of tangent, thence N 76° 55' 30" E along said right of way 30.00 feet; thence N 13° 04' 30" W along said right of way 1227.23 feet to the point of beginning. According to the survey of F.W. Meade, Ala. L.S. # 9124, dated October 26, 1983.

LESS AND EXCEPT:

A parcel of property in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 3 East more particularly described as follows: Commence at the NW corner of a Natural Gas Regulator station located in Lot 1 Block 2, Boozer and Hamilton Addition to Eden as recorded in Plat Book 1908, page 55, Pell City, Alabama; thence Northeasterly along an extension of the west fence line of the Natural Gas Regulator Station a distance of 28 feet; thence 103° left and westerly a distance of 140 feet; thence 75° 27' right and northerly a distance of 165 feet; thence 27° 02' right and Northeasterly a distance of 215 feet to a point of beginning; thence 90° right and Southeasterly a distance of 14 feet; thence 90° left and northeasterly a distance of 135 feet; thence 90° left and northwesterly a distance of 80 feet; thence 90° left and southwesterly a distance of 135 feet; thence 90° left and Southeasterly a distance of 66 feet to the point of beginning. ALSO a parcel of land 135 feet of uniform width adjoining the East side of above described property and extending east to top of mountain, and also a parcel of land 135 feet of uniform width adjoining the property first described above on the West side and extending to Wolf Creek, all of said property being situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 17, Range 3 East, Also a right of way for access road from U.S. Highway Number 78 to above said property.

Signed for identification:

Larry L. Thompson

Donald P. Thompson

BOOK 441 PAGE 434

Lots 1, 2, 3 and 4 of Creekview Subdivision in Shelby County, Alabama, with all rights of ingress and egress, being more particularly described as follows:

The following is a description of tracts of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of Section 35, said point also being the point of beginning; thence South along the East line of said section 814.50 feet; thence 90 deg. 37 min. 47 sec. right 641.60 feet; thence 89 deg. 49 min. 32 sec. right 200.15 feet; thence 89 deg. 49 min. 32 sec. left 209.73 feet; thence 90 deg. 10 min. 28 sec. left, 200.15 feet thence 90 deg. 10 min. 28 sec. right, 275.18 feet; thence 89 deg. 25 min. 24 sec. right 415.05 feet; thence 90 deg. 23 min. 31 sec. right 305.10 feet; thence 75 deg. 38 min. 54 sec. left 145.00 feet; thence 75 deg. 35 min. 42 sec. right 147.40 feet, thence 89 deg. 59 min. 57 sec. left 254.60 feet; thence 89 deg. 59 min. 57 sec. right, 634.81 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights being excepted.

LESS AND EXCEPT a tract of land described as follows: Commence at the Northeast corner of said Section 35, Township 19 South, Range 3 West, and run West along the North line of said Section 634.81 feet; thence 84 deg. 59 min. 57 sec. left 254.60 feet; thence 89 deg. 59 min. 57 sec right 102.40 feet to the point of beginning; thence 74 deg. 59 min. 33 Sec. left 47.99 feet; thence 39 deg. 30 min. 28 sec. left 275.52 feet; thence 114 deg. 44 min. 18 sec. right 345.30 feet; thence 44 deg 42 min 42 sec. right 116.25 feet; thence 44 deg. 42 min. 42 sec. right 73.29 feet; thence 90 deg. 23 min. 31 sec. right 245.10 feet; thence 75 deg. 38 min. 54 sec. left 145.00 feet; thence 73 deg. 35 min. 42 sec. right 45.00 feet to the point of beginning; being situated in Shelby County, Alabama.

"Attached to and made a part of real-estate mortgage executed by Gary L. Thompson and wife, Dorothy P. Thompson, under date of December 22, 1983 to secure the payment of an indebtedness of \$96,465.00."

SHARPE & CO. SHELBY CO.
RECORDED BY THIS
OFFICE
1983 DEC 30 PM 3:03
EXCEPT
THOMPSON & THOMPSON
ATTORNEYS

SIGNED FOR IDENTIFICATION

x Gary L. Thompson L.S.
x Dorothy P. Thompson L.S.

Res 6.00
Ind 1.00
7.00