

This instrument prepared by W. J. Cofield Date 11-30-83

973

For Coosa Valley Production Credit Association

Address P. O. Box 3478, Oxford, AL 36203

REAL ESTATE MORTGAGE

WHEREAS, John K. Whitfield and wife, Louise G. Whitfield

(hereinafter called mortgagor) is indebted to Coosa Valley Production Credit Association of Oxford, Alabama, (hereinafter called mortgagee) in the sum of Eleven thousand two hundred forty 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 \$ 4,014.00 due November 30, 1984; No. 5, for \$ _____ due _____;
- No. 2, for \$ 4,616.00 due November 30, 1985; No. 6, for \$ _____ due _____;
- No. 3, for \$ 2,610.00 due November 30, 1986; 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 John K. Whitfield and wife, Louise G. Whitfield

_____ 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 County, Alabama, (unless otherwise specified) to wit:

SEE ATTACHMENT

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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 a _____ of all encumbrances; that Mortgagor has _____ right to sell and convey same to Mo _____ that the Mortgagor will _____ and defend said premises to Mortgagee _____ assigns forever against the lawful cla _____ demands of all persons.

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 30 day of November

X *John K. Whitfield* L.S.
John K. Whitfield
X *Louise G. Whitfield* L.S.
Louise G. Whitfield

STATE OF ALABAMA

Shelby COUNTY

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

that John K. Whitfield & wife, Louise G. Whitfield 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 30 day of November A.D., 1983

My commission expires March 25, 1986

William J. Cepheid
NOTARY PUBLIC - STATE AT LARGE
(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

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The SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 33, Township 18 South, Range 2 East, EXCEPT 10 acres on the East side thereof being of uniform width, and EXCEPT 5 acres in the Northwest corner thereof lying West of the Central of Georgia Railroad Right of way; That part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 East, which lies East of the County Road which runs from Calcis to Shelby County Road No. 83. That part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 East, which lies East of the County Road which runs from Calcis to Shelby County Road No. 83; That part of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East which lies West of Alabama Highway No. 25; That part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 18, Range 2 East which lies West of Alabama Highway No. 25; EXCEPT from the above the right of way for the Central of Georgia Railroad and easement to Plantation Pipe Line Company. Subject to Highway Rights of way of record. There is EXCEPTED from the above the property described in that certain deed to Parviz and Nancy A. Tehranchi dated February 22, 1973 and recorded in the Probate Office of Shelby County In Deed Book 278 at Page 796 and more particularly described as follows: Begin at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 East and run Northerly along the West line of said $\frac{1}{4}$ section 767.8 feet to a point in the centerline of old road; thence turn right an angle of 33 deg. 46' and run Northeasterly 390.98 feet; thence turn left an angle of 0 deg. 48' and run Northeasterly 297.0 feet; thence turn left an angle of 19 deg. 42' and run Northeasterly 91.00 feet; thence turn right an angle of 46 deg. 55' leaving centerline of old road and run Northeasterly down old fence 688.91 feet; thence turn left an angle of 6 deg. 23' and run Northeasterly down said fence 132.77 feet; thence turn left an angle of 13 deg. 26' and run Northeasterly down said fence 86.6 feet; thence turn right an angle of 29 deg. 39' and run Northeasterly down said fence 126.4 feet; thence turn right an angle of 10 deg. 38' and run Northeasterly down said fence 137.9 feet; thence turn right an angle of 7 deg. 42' and run Easterly down said fence 110.10 feet; thence turn left an angle of 2 deg. 28' and run Easterly down said fence 163.8 feet; thence turn left an angle of 29 deg. 21' and run Northeasterly down said fence 179.4 feet; thence turn right an angle of 2 deg. 42' and run Northeasterly down said fence 166.75 feet; thence turn left an angle of 2 deg. 13' and run Northeasterly down said fence 210.20 feet to the West R.O.W. of the Central of Georgia Railroad; thence run Southeasterly down said R.O.W. 2,800 feet more or less to the South line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East; thence run Westerly 3,456.53 feet to the point of beginning. Being a part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4 and a part of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East.

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An easement 10 feet in width for the purpose of ingress and egress being at the point of intersection of the West right of way line of the Central of Georgia Railroad and the center of Spring Creek, running thence Southeasterly along the West R.O.W. line of said Railroad for 1220 feet, more or less, to the intersection of said West R.O.W. line and a property line fence. Easement being located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 East, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama.

BOOK

LESS AND EXCEPT. One acre of land described more particularly as follows: Commence at the Southeast corner of Southeast Quarter of Northeast Quarter of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama; Thence run West 345.0 feet to the Point of Beginning; thence continue last course 400 feet to the Easterly right-of-way of the L & N Railroad; thence turn right 80 degree 17 minutes and run Northwesterly 110.5 feet; thence turn right 99 degrees 43 minutes and run East 416.6 feet; thence turn right 88 degrees 57 minutes and run South 108.9 feet to the Point of Beginning, less and excepting a 50 feet road way easement along the east side of above described property.

SIGNED FOR IDENTIFICATION ONLY

X <i>Louis H. Whitfield</i>	L.S.
X <i>John B. ...</i>	L.S.
X	L.S.
X	L.S.

Less and except the following:

A plot containing 1.33 acres, more or less, in the N.E. 1/4 of the S.E. 1/4 of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the N.E. Corner of said 1/4-1/4 section and run west 345.00 feet to a point of beginning; thence continue west 400.00 feet to the east right-of-way line of the L & N Railroad; thence turn 99°-43' left and run southerly along said right-of-way line 146.96 feet to the north right-of-way line of a county road; thence turn 87°-55' left to the tangent to a curve to the right; said curve having a radius of 766.78 feet and an interior angle of 11°-23'; thence turn easterly along the arc of said curve and said right-of-way line 380.59 feet; thence turn 95°-05' left and run north 164.58 feet to the point of beginning.

Situated in Shelby County, Alabama and containing 1.33 acres, more or less, and except a 50 foot road easement along the east side of said property.

Less and except the following:

Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1258.90 feet to a point; thence deflect 90 degrees 00' 00" to the left and run in a Southerly direction a distance of 667.28 feet to a point on the East right-of-way line of a county road, which point is the point of beginning; thence deflect 77 degrees 03' 00" to the left and run in a Southeasterly direction a distance of 290.00 feet to a point; thence turn an interior angle of 90 degrees 00' 00" and run to the right in a Southwesterly direction a distance of 150.00 feet to a point; thence turn an interior angle of 90 degrees 00' 00" and run to the right in a Northwesterly direction a distance of 290.00 feet to a point on the East right-of-way line of said county road; thence turn an interior angle of 95 degrees 41' 30" to the tangent of a curve to the right, having a radius of 756.20 feet, a central angle of 11 degrees 23' 00", and an arc length of 150.25 feet, and run to the right in a Northeasterly direction along said right-of-way line a distance of 150.25 feet to the point of beginning of the herein described parcel; containing 1.01 acres, more or less.

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Less and except the following:

Commence at the N. E. corner bordering the Central of Georgia Railroad Right-of-Way on the West and Shelby County Road No. 457 Right-of-Way on the North as a point of beginning. Commencing at the point of beginning and running South for 210 feet bordering the Central of Georgia Railroad Right-of-Way, then turning East and running 210 feet. Then commencing at the point of beginning and running East 210 feet bordering Shelby County Road 457 Right-of-Way, then turning South and running 210 feet. thus, being a plot measuring 210 ft. X 210 ft. and each corner being marked with a iron pipe.

X	<i>[Signature]</i>	L.S.	X	L.S.
X	<i>Louis H. Whitfield</i>	L.S.	X	L.S.

Less and except the following:

A tract of land located in the Southeast (SE) Quarter (1/4) of the Northeast (NE) Quarter (1/4) of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast (SE) corner of the Southeast (SE) Quarter (1/4) of the Northeast (NE) Quarter (1/4) of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Quarter-Quarter (1/4 - 1/4) Section, a distance of 345.61 feet to a point on an old fence line; thence deflect 88 degrees 47' 00" and run to the right in a Northerly direction a distance of 1091.16 feet to the point of beginning of the herein described parcel; thence deflect 90 degrees 14' 30" and run to the left in a Westerly direction a distance of 566.06 feet to a point on the East right-of-way line of the Southern Railway System (formerly the Central of Georgia Railroad); thence turn an interior angle of 98 degrees 29' 20" and run to the right in a Northwesterly direction along said right-of-way line a distance of 226.48 feet to a point on the North line of said Quarter - Quarter (1/4 - 1/4) Section; thence turn an interior angle of 81 degrees 30' 40" and run to the right along the North line of said Quarter - Quarter (1/4 - 1/4) Section a distance of 600.43 feet to a point on an old fence line; thence turn an interior angle of 89 degrees 45' 30" and run to the right in a Southerly direction and along the old fence line a distance of 224.00 feet to the point of beginning of the herein described parcel; containing 3.00 acres, more or less.

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Also a 30' easement for access to the above described parcel, being more particularly described as follows:

Commence at the Southeast (SE) corner of the Southeast (SE) Quarter (1/4) of the Northeast (NE) Quarter (1/4) of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Quarter - Quarter (1/4 - 1/4) Section a distance of 345.61 feet to a point; thence deflect 88 degrees 57' 00" and run to the right in a Northerly direction a distance of 1091.16 feet to the point of beginning of the herein described easement; thence deflect 90 degrees 14' 30" and run to the left in a Westerly direction a distance of 30.00 feet to a point; thence deflect 89 degrees 37' 40" and run to the left in a Southerly direction a distance of 1252.72 feet to a point on the North right-of-way line of Shelby County Highway #467; thence deflect 85 degrees 12' 00" and run to the left in an Easterly direction and along said right-of-way line a distance of 30.11 feet to a point; thence deflect 94 degrees 48' 00" and run to the left in a Northerly direction a distance of 1255.36 feet to the point of beginning of the herein described easement.

X	<u>John G. Whitfield</u>	L.S.	X	L.S.
X	<u>Louis G. Whitfield</u>	L.S.	X	L.S.



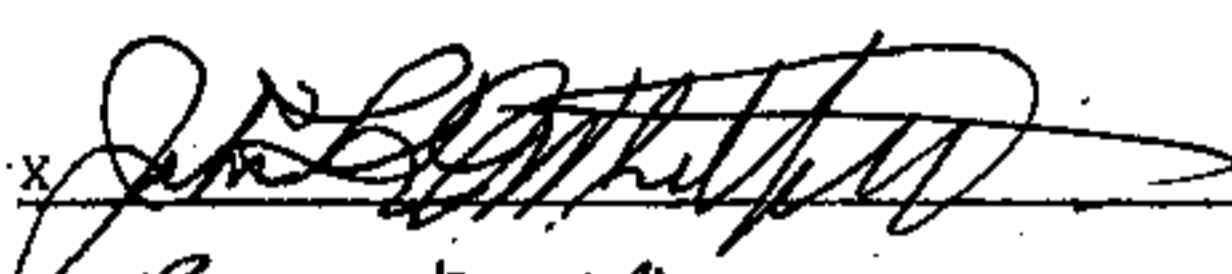
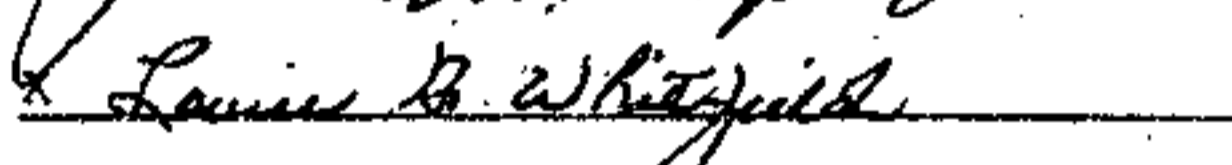
Less a [redacted] except the following:

A tract of land situated in Sections 33 and 34, Township 18 South, Range 2 East, and Sections 3 and 4, Township 19 South, Range 2 East, Shelby County, Alabama being more particularly described as follows;

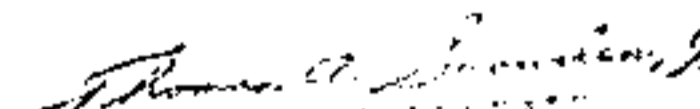
Commence at the Southeast corner of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said Section 33 a distance of 574.47 feet to the point of beginning; thence turn a deflection of 151°37'25" to the right and run in a Northeasterly direction a distance of 800.02 feet to a point on the Southwesterly right-of-way line of the Southern Railroad; thence turn an interior angle of 107°23'10" to the right in a Southeasterly direction and along the Southwest right-of-way line of said Southern Railroad a distance of 1000.25 feet to a point; thence turn an interior angle of 78°12'35" and run to the left in a Southwesterly direction a distance of 577.11 feet to a point; thence turn an interior angle of 116°12'48" and run to the right in a Westerly direction a distance of 515.29 feet to a point; thence turn an interior angle of 211°38'30" and run to the left in a Southeasterly direction a distance of 151.00 feet to a point thence turn an interior angle of 171°06'05" and run to the right in a Southwesterly direction a distance of 156.53 feet to a point; thence turn an interior angle of 178°27'15" and run to the right in a Southwesterly direction a distance of 187.91 feet to a point; thence turn an interior angle of 174°33'45" and run to the right in a Southwesterly direction a distance of 124.05 feet to a point on the Easterly right-of-way line of Shelby County Highway #467, said point being a point on a curve; thence turn an interior angle of 50°41'10" (angle measured to tangent) and run to the right in a Northerly direction and along the Easterly direction of said Shelby County Highway #467 and along the arc of a curve to the left having a central angle of 20°19'45" and a radius of 1949.85 feet a distance of 691.83 feet to the P.T. of said curve; thence continue in a Northerly direction along the Easterly right-of-way line of said Shelby County Highway #467 and along the projection of the tangent to the last described curve a distance of 603.36 feet to a point on the North line in Section 4, Township 19 South, Range 2 East, said point being 317.93 feet East of the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 4; thence turn an interior angle of 83°01'20" and run to the right in an Easterly direction along the North line of said Section 4 a distance of 451.06 feet to the point of beginning containing 36.33 Acres, more or less.

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"Attached to and made a part of real estate mortgage dated November 17, 1983 and executed by John K. Whitfield and wife, Lousie G. Whitfield and John K. Whitfield, III and wife, Paulette C. Whitfield to secure the payment of an indebtedness of \$11,240.00."

X 
X 

L.S. X L.S.
L.S. X L.S.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 APR 18 AM 11:46

JUDGE OF PROBATE

Rec. 900
Ind. 100
1000