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USDA-FmHA

Form FmHA 427-1 AL
(Rev. 11-85)

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

CONWILL & JUSTICE, P.C.

(Name)

P.O. Box 557, Columbiana, Alabama 35051

(Address)

REAL ESTATE MORTGAGE FOR ALABAMA

THIS MORTGAGE is made and entered into by Larry D. McCrimon and wife, Glenda McCrimon;
Peryar McCrimon and wife, Ada McCrimon; Otis McCrimon and wife, Alice Faye McCrimon,
as Individuals, and Larry D. McCrimon, Glenda McCrimon, Peryar McCrimon and Ada McCrimon
as Partners for The McCrimon Farm, an Alabama general partnership
residing in Shelby County, Alabama, whose post office address

is Route 2, Box 267, Vincent, Alabama 35178,
herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government,"

WHEREAS Borrower is indebted to 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>
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Refer to attached Exhibit "A"

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(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased after 3 years, as provided in the Farmers Home Administration regulations and 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 statute 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.

CONWILL & JUSTICE

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

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of Alabama, County(ies) of Shelby :
PARCEL A: A 35.92 acre tract located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama, and being more particularly described as beginning at the Northeast corner of said forty; thence South 0 degrees 15 minutes West along the East line of said forty 1115.42 feet to the Northeast corner of two one acre tracts sold off of said forty; thence North 89 degrees 32 minutes West along the North line of said two one acre tracts 420.0 feet; thence South 0 degrees 15 minutes West 210.0 feet to the North right-of-way line of a paved county road; thence North 89 degrees 32 minutes West along the North line of said county road 606.61 feet to the Southeast corner of a church lot; thence North 14 degrees 32 minutes West along the East line of said church lot 243.0 feet; thence South 86 degrees 18 minutes West along the North line of said church lot 203.05 feet to the West line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 18; thence North 0 degrees 56 minutes West along the West line of said forty 1079.0 feet; thence North 89 degrees 19 minutes East along the North line of said forty 1312.91 feet to the place of beginning and containing 35.92 acres, more or less. Bearings are magnetic. LESS AND EXCEPT property conveyed to Lillie Mae Kelly as recorded in Deed Book 322, Page 71, ALSO, LESS AND EXCEPT property conveyed to Peryar McCrimon, Jr., as recorded in Deed Book 346, Page 51, in the Probate Office of Shelby County, Alabama.

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PARCEL B: A 9.74 acre tract located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 18, Township 19 South, Range 3 East, Shelby County, Alabama, and being more particularly described as beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 18; thence North 1 degree 31 minutes West along the West line of said forty 643.42 feet; thence South 88 degrees 05 minutes East 661.76 feet; thence South 1 degree 31 minutes East 643.31 feet to the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 18; thence North 88 degrees 05 minutes West along the South line of said forty 660.0 feet to the place of beginning and containing 9.74 acres, more or less. Situated in Shelby County, Alabama.

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SUBJECT PROPERTY is subject to a previous mortgage executed to The First National Bank in Sylacauga dated December 16, 1975, recorded in Mortgage Book 351, Page 320, in the Probate Office of Shelby County, Alabama, covering Parcel "A".

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.

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(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.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Montgomery, Alabama 36104, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(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.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 15th day of January, 19 87.
"As Individuals"
Larry D. McCrimon

Signed, sealed, and delivered in the presence of:
Glenda McCrimon (SEAL)
Peryar McCrimon (SEAL)
Ada McCrimon
Otis McCrimon
Alice Faye McCrimon
STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, A Notary Public in and for said County, in said State, do hereby certify that Larry D. McCrimon & wife, Glenda McCrimon; Peryar McCrimon & wife, Ada McCrimon; Otis McCrimon & wife, Alice Faye McCrimon, as individuals; Larry D. McCrimon, Glenda McCrimon, Peryar McCrimon and Ada McCrimon as Partners for The McCrimon Farm, an Alabama general partnership,

as individuals and partners 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 15th day of January, 19 87.
Notary Public
My commission expires: 9/15/87
William R. Justice
Notary Public

STATE OF ALABAMA

I

COUNTY OF SHELBY

I

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Larry D. McCrimon, Glenda McCrimon, Peryar McCrimon and Ada McCrimon, as partners on behalf of The McCrimon Farm, an Alabama general partnership, whose names 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 in their capacity as such partners, executed the same voluntarily on the day the same bears date.

Given under my hand this the 15th day of January, 1987.



William R. Justice
Notary Public

MY COMMISSION EXPIRES: 9/13/87

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Exhibit "A"

Attachment to RE Mortgage Dated January 15, 1987

<u>Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Final Due Date</u>
Promissory Note November 22, 1978	51,000.00	5%	November 22, 2018
Reamortized by January 15, 1987	63,097.38	5%	November 22, 2018
February 6, 1981	15,000.00	13%	February 6, 1982
Rescheduled by January 15, 1987	10,871.31	11½%	January 15, 2002
February 6, 1981	8,040.00	5%	February 6, 1988
Rescheduled by January 15, 1987	10,427.77	5%	January 15, 2002
April 15, 1982	15,000.00	16%	April 15, 1983
Rescheduled by January 15, 1987	16,641.12	11½%	January 15, 2002
May 9, 1983	11,000.00	13½%	May 9, 1984
Rescheduled by January 15, 1987	5,947.04	11½%	January 15, 2002
August 10, 1983	1,000.00	12½%	August 10, 1984
Rescheduled by January 15, 1987	1,429.11	11½%	January 15, 2002
May 11, 1984	20,000.00	10½%	May 11, 1985
Rescheduled by January 15, 1987	8,573.62	7½%	January 15, 2002
May 3, 1985	17,300.00	7½%	May 3, 1986
Rescheduled by January 15, 1987	4,793.31	7½%	January 15, 2002

Signed for Identification:

Larry D. McCrimon
Larry D. McCrimon

Perry McCrimon
Perry McCrimon

Glenda McCrimon
Glenda McCrimon

Glenda McCrimon
Glenda McCrimon

Ada McCrimon
Ada McCrimon

Alice Faye McCrimon
Alice Faye McCrimon

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Re Recorded
1987 JAN 16 AM 11:56

Thomas W. Henderson, Jr.
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JAN 15 PM 3:52

Thomas W. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax Exempt
3. Recording Fee 15.00
4. Indexing Fee 6.00
TOTAL 21.00

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