

This instrument was prepared by

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Form 1-1-22 Rev. 1-55

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David Gene Chenoweth and wife, Kay S. Chenoweth

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Sarah M. Feinberg

(hereinafter called "Mortgagee", whether one or more), in the sum
of Sixty-Five Thousand and no/100 Dollars
(\$ 65,000.00), evidenced by a real estate mortgage note of even date.

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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,

David Gene Chenoweth and wife, Kay S. Chenoweth

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:

PARCEL I:

Commencing at the NE corner of the NE 1/4 of NW 1/4 of Section 2, Township 20 South, Range 1 West, run South along the East line of said 1/4-1/4 Section to a Shelby County gravel road; thence in a Northwesterly direction along the center line of said gravel road 175 feet, more or less, to an intersection with an old logging road, being the point of beginning; thence begin at the center line of said old logging road, run thence in a Southerly direction along said center line as it meanders for a distance of 263 feet to a metal stake; thence Westerly and parallel with the North line of said 1/4-1/4 Section a distance of 310 feet to a metal stake marking the Southwest corner; thence turn an angle to the right of 91 degrees 26 minutes and run in a Northerly direction a distance of 415 feet to a metal stake; thence continue Northerly to the center line of the aforementioned Shelby County gravel road; thence in an Easterly direction along the center line of said gravel road as it meanders for a distance of 500 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

Commencing at the NE corner of the NE 1/4 of NW 1/4 of Section 2, Township 20 South, Range 1 West, run South along the East line of said 1/4-1/4 Section to a Shelby County gravel road; thence in a Northwesterly direction along the center line of said gravel road a distance of 175 feet, more or less, to an intersection with an old logging road; thence run in a Southerly direction along the center line of said old logging road as it meanders for a distance of 263 feet, more or less, to the point of beginning; thence begin at the center line of said old logging road run thence in a Southerly direction along said center line as it meanders for a distance of 475 feet, more or less, to a point in the center line of said old road being at the South edge of a cleared field; thence West and parallel with the North line of said 1/4-1/4 Section to a point in the middle of the Yellow Leaf Creek; thence in a Northwesterly direction along the center of said creek a distance of 300 feet, more or less; thence in a Northerly direction a distance of 200 feet to a metal stake, marking the Northwest corner; thence at an angle of 91 degrees 26 minutes in an Easterly direction a distance of 310 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

PARCEL III:

Beginning at the SE corner of the NE 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 1 West, run North along the East line of said 1/4-1/4 Section a distance of 400 feet; thence West and parallel with the South line of said 1/4-1/4 Section a distance of 250 feet to a point in the center of an old logging road; thence South a distance of 260 feet, more or less, to the Southeast corner of a parcel of land belonging to Ralph W. Gilmore and his wife, Elizabeth R. Gilmore; thence West a distance of 175 feet, more or less, to a point in the middle of the Yellow Leaf Creek; thence in a Southerly direction along the center of said creek a distance of 140 feet, more or less, to a point in the South line of said 1/4-1/4 Section; continuing along the center of said creek in a Southerly and Southeasterly direction as it continues into the SE 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 1 West, a distance of 375 feet, more or less; thence East and parallel to the North line of the latter said 1/4-1/4 Section a distance of 200 feet to a point in the East line of the latter said 1/4-1/4 Section; thence North along the East line of the latter said 1/4-1/4 Section a distance of 275 feet to the point of beginning. Situated in Shelby County, Alabama.

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

David Gene Chenoweth and wife, Kay S. Chenoweth.

have hereunto set our signatures and seal, this 19th day of February, 1990.

David Gene Chenoweth (SEAL)
David Gene Chenoweth

Kay S. Chenoweth (SEAL)
Kay S. Chenoweth (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Gene Chenoweth and wife, Kay S. Chenoweth

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

Given under my hand and official seal this 19th day of February, 1990
M. H. H. H. Notary Public.

THE STATE of
COUNTY

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

whose name as of a corporation, 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 corporation.

Given under my hand and official seal, this the day of, 19
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 FEB 21 AM 11:31

JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax	\$	97.50
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	106.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama