

This instrument was prepared by

(Name) Courtney Mason & Assoc. PC

PO BOX 360187

(Address) Birmingham, AL 35236-0187

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

R.C. Farmer, a married man

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

Kenneth W. Bettini

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

of Thirty Nine Thousand and no/100ths-----Dollars
(\$ 39,000.00), evidenced by note of even date.

Inst # 1994-23123

07/22/1994-23123
12:46 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
JUL 22 1994

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,

R.C. Farmer, a married man

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 legal description attached as EXHIBIT "A"

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the July 14th of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

This property is not the homestead of the mortgagor or his spouse, as defined by the Code of Alabama.

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 R. C. Farmer, a married man

have hereunto set my signature and seal, this 14th day of July, 19 94
R.C. Farmer (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that R.C. Farmer, a married man

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 14th day of July, 19 94
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

Return to:

TO

MORTGAGE DEED

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

EXHIBIT "A"

A tract of land located in the SW 1/4 of Section 33, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 2 West, Shelby County, Alabama; thence Westerly along the South line of said 1/4 1/4 Section 92.63 feet; thence 67 deg. 44 min. right Northwesterly 721.95 feet; thence 20 deg. 42 min. 30 sec. right Northerly 190.0 feet; thence 46 deg. 15 min. 46 sec. right Northeasterly 457.38 feet to the point of beginning of tract of land herein described; thence continue along the last mentioned course 903.92 feet; thence 66 deg. 58 min. 16 sec. left Northwesterly 684.75 feet to the top of Locust Ridge; thence 104 deg. 31 min. 26 sec. left Southwesterly along the top of said Locust Ridge 1032.22 feet; thence 87 deg. 35 min. 33 sec. left leaving top of said Locust Ridge in a Southeasterly direction a distance of 797.26 feet to the point of beginning.

A non-exclusive 60 foot easement lying 10 feet to the south and 50 feet to the north of the following described center line:
Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 2 West; thence North 89 deg. 51 min. 42 sec. West and run a distance of 92.63 feet; thence North 22 deg. 07 min. 42 sec. West and run a distance of 721.95 feet; thence North 01 deg. 25 min. 12 sec. West and run a distance of 190.00 feet; thence North 44 deg. 50 min. 34 sec. East and run a distance of 457.38 feet; thence North 33 deg. 54 min. 41 sec. West and run a distance of 127.66 feet to the point of beginning of the center line of the following described easement; thence North 42 deg. 05 min. 00 sec. East and run a distance of 36.82 feet to the point of a curve to the left having a radius of 200.00 feet and a central angle of 08 deg. 04 min. 46 sec.; thence continue along the arc of said curve a distance of 28.20 feet, said arc being subtended by a chord which bears North 38 deg. 02 min. 37 sec. East and a chord distance of 28.18 feet to the curve's end; thence North 34 deg. 00 min. 14 sec. East and run a distance of 65.45 feet to the point of a curve to the right having a radius of 200.00 feet and a central angle of 07 deg. 24 min. 58 sec., thence continue along the arc of said curve a distance of 25.89 feet, said arc subtended by a chord which bears North 37 deg. 42 min. 43 sec. East and a chord distance of 25.87 feet to the curve's end; thence North 41 deg. 25 min. 12 sec. East and run a distance of 117.83 feet to the point of a curve to the right having a radius of 150.00 feet, thence continue along the arc of said curve a distance of 80.82 feet to the curve's end; thence North 72 deg. 17 min. 33 sec. East and run a distance of 27.15 feet to the point of a curve to the left having a radius of 150.00 feet, thence continue along the arc of said curve a distance of 67.71 feet to the curve's end; thence North 46 deg. 25 min. 47 sec. East and run a distance of 40.48 feet to the point of a curve to the right having a radius of 490.00 feet and a central angle of 02 deg. 33 min. 53 sec., thence run along the arc of said curve a distance of 21.93 feet, said arc being subtended by a chord which bears North 47 deg. 42 min. 43 sec. East and a chord distance of 21.93 feet to the curve's end; thence North 48 deg. 59 min. 40 sec. East and run a distance of 51.01 feet to the point of a curve to the right having a radius of 250.00 feet and run along the arc of said curve a distance 70.07 feet to the curve's end; thence North 65 deg. 03 min. 13 sec. East and run a distance 167.09 feet to the point of a curve to the left having a radius of 275.00 feet and run along the arc of said curve a distance of 108.33 feet to the end of said easement.

Less and except the following:

A 35 foot driveway easement lying 17.5 feet on each side of the following described center line.

Commencing at the SE corner of the SW 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 2 West; thence North 89 deg. 51 min. 42 sec. West and run a distance of 92.63 feet; thence North 22 deg. 07 min. 42 sec. West and run a distance of 721.95 feet; thence North 01 deg. 25 min. 12 sec. West and run a distance of 190.00 feet; thence North 44 deg. 50 min. 34 sec. East and run a distance of 1103.51 feet to the point of beginning of the centerline of the following described driveway easement; thence North 63 deg. 50 min. 54 sec. West and run a distance of 89.25 feet to the southerly boundary of a 60 foot ingress, egress, and drainage easement, said point being the end of said driveway easement.

All being situated in Shelby County, Alabama.

Inst # 1994-23123

12/22/1994-23123
12:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE