Form 46-2 (Rev. 3-59) REAL ESTATE MORTGAGE

Printed and for Sale by Roberts & Son, Birmingham

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, the undersigned Greenbriar, Ltd. (hereinafter called Mortgagor), justly indebted to Lucille Scott Farris (hereinafter called Mortgagee) in the sum of $80,000 (Eighty Thousand) DOLLARS as evidenced by promissory waive note May 1, 2025 bearing even date with this instrument, and due and payable

And being desirous of securing the punctual payment of said indebtedness with interest when the same falls due; Now Therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said Mortgagor do hereby grant, bargain, sell and convey unto the said Mortgagee, his heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

See Exhibit A

Inst # 1995-11289

05/01/1995-11289
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 131.00

This is a purchase money mortgage

warranted free from all encumbrance and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, Lucille Scott Farris 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 encumbrance 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, 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 encumbrances, 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 have hereunto set its signature and seal, this 1st day of May, 19 95

Witnesses:

Mary F. Roensch (SEAL)

Mary F. Roensch, President, (SEAL)

Farris Management Co., Inc., (SEAL)

Managing General Partner of (SEAL)

Greenbriar, Ltd. (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, Dianne Matherly, a Notary Public in and for said County, in said State hereby certify that Mary F. Roensch, President, Farris Management Co., Inc. 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 and with full authority she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of May, 19 95

Dianne Matherly

Notary Public

EXHIBIT A

Scott Homeplace

Three acres in SE1/4 of SW1/4 of Section 17, Township 21 South, Range 2 West, situated in Shelby County, Alabama. Beginning at the Southwest corner and run north 210 feet; thence east 630 feet; thence south 210 feet; thence west 630 feet to point of beginning, excluding ROW of Highway 31, containing 3 acres more or less.

Also begin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 21 South, Range 2 West, and run northerly along the West boundary of said Quarter-Quarter Section a distance of 210 feet to the point of beginning of land hereby conveyed. From said point of beginning turn an angle of 74 degrees 01' to the right and run a distance of 498.8 feet to a point; thence turn an angle of 65 degrees 20' to the right and run a distance of 229.31 feet to a point; thence turn an angle of 133 degrees 59' to the right and run a distance of 630.0 feet to the point of beginning, containing 1.19 acres, more or less, situated in Shelby County, Alabama.

This deed is meant to convey all property represented by tax parcel ID 22-4-17-0-000-041.
This property does not include homestead of grantor.
Subject to easements of record.

Inst # 1995-11289