

THIS INSTRUMENT PREPARED BY:
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned **GREG CHURCH, a married man**, is justly indebted to **SHORELAND TITLE, INC.** in the sum of **FIFTY EIGHT THOUSAND NINE HUNDRED NINETY FIVE AND 57/100---DOLLARS---** (\$58,995.57) as evidenced by a promissory note of even date hereof; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **GREG CHURCH**, does hereby grant, bargain, sell and convey unto the said **SHORELAND TITLE, INC.**, (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

The North 50 acres of the South 1/2 of the SE 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama. (The property is more particularly described on the attached Exhibit A.)

Along with an easement described as follows:
Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, and run South along the East line of said 1/4 1/4 a distance of 416.60 feet to the Northern right of way of Old Highway 280; thence, turn an angle to the right of 268 deg. 28 min. 00 sec. and run Westerly along said right of way a distance of 847.60 feet; thence turn an angle to the right of 271 deg. 31 min. 44 sec. and run 300.00 feet; thence turn an angle to the right of 180 deg. 13 min. 57 sec. and run 299.95 feet; thence turn an angle to the right of 187 deg. 58 min. 17 sec. and run 202.40 feet; thence turn an angle to the right of 171 deg. 47 min. 00 sec. and run 157.85 feet; thence turn an angle to the right of 220 deg. 03 min. 42 sec. and run 130.92 feet; thence turn an angle to the right of 191 deg. 20 min. 55 sec. and run 374.05 feet; thence turn an angle to the right of 174 deg. 34 min. 10 sec. and run 332.38 feet; thence turn an angle to the right of 184

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deg. 53 min. 33 sec. and run 179.76 feet; thence turn an angle to the right of 121 deg. 47 min. 17 sec. and run 121.73 feet to the point of beginning; thence continue same course 148.90 feet; thence turn an angle to the right of 182 deg. 28 min. 27 sec. and run 194.43 feet; thence turn an angle to the right of 210 deg. 39 min. 45 sec. and run 637.41 feet; thence turn an angle to the right of 193 deg. 16 min. 05 sec. and run 352.04 feet; thence turn an angle to the right of 188 deg. 06 min. 38 sec. and run 399.77 feet to the end of said 60 foot easement.

ALSO, along with an easement described as follows:
Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, and run South along the East line of said 1/4 1/4 a distance of 416.60 feet to the Northern right of way of Old Highway 280; thence turn an angle to the right of 268 deg. 28 min. 00 sec. and run Westerly along said right of way a distance of 847.60 feet to the point of beginning; thence turn an angle to the right of 271 deg. 31 min. 44 sec. and run 300.00 feet; thence turn an angle to the right of 180 deg. 13 min. 57 sec. and run 299.95 feet; thence turn an angle to the right of 187 deg. 58 min. 17 sec. and run 202.40 feet; thence turn an angle to the right of 171 deg. 47 min. 00 sec. and run 157.85 feet; thence turn an angle to the right of 220 deg. 03 min. 42 sec. and run 130.92 feet; thence turn an angle to the right of 191 deg. 20 min. 55 sec. and run 374.05 feet; thence turn an angle to the right of 174 deg. 34 min. 10 sec. and run 332.38 feet; thence turn an angle to the right of 184 deg. 53 min. 33 sec. and run 179.76 feet; thence turn an angle to the right of 121 deg. 47 min. 17 sec. and run 121.73 feet to the North line of Section 26 and end of easement.

This is a purchase money mortgage.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable

to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the note rate from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, or should the Mortgagor commit waste on the property, or remove timber without the prior written consent of the Mortgagee, which consent may be conditioned on the payment of the proceeds from such timber removal to Mortgagee, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the

said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

This Mortgage, as well as the Note which this Mortgage secures, may be assigned without the consent of the Mortgagor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 8th day of January, 1996.



GREG CHURCH

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GREG CHURCH 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 the 8th day of January, 1996.



Notary Public

My Commission Expires: 1-12-98

(SEAL)

EXHIBIT A

A parcel of land in the S 1/2 of the SE 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, being described as follows:

From the true Northwest corner of the SW 1/4 of SE 1/4 of Section 23, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence East along the true North boundary of said SW 1/4 of SE 1/4 of the prolongation thereof a distance of 2686.97 feet to the true Northeast corner of the SE 1/4 of SE 1/4 of said Section 23; thence turn 89 deg. 02 min. 55 sec. right and run along the true East boundary of said SE 1/4 of SE 1/4 a distance of 810.0 feet; thence turn 90 deg. 56 min. 58 sec. right and run 2695.61 feet to a point on the true West boundary of the SW 1/4 of SE 1/4 of said Section 23; thence turn 89 deg. 39 min. 41 sec. right and run 810.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Mortgagee makes no warranty as to the accuracy of this legal description but nevertheless conveys all their respective right, title and interest in and to the aforesaid real estate.

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