This instrument was prepared by

MERCHANTS & PLANTERS BANK

P.O. Box 240, Montevallo, Alabama 35115

Inst # 1996-37541

11/13/1996-37541
08:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 191.30

STATE OF ALABAMA }
COUNTY OF Shelby }

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Clifford F. Boothe and wife, Linda A. Boothe (hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation (hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagee in the sum of One Hundred Twenty Thousand One Hundred Ninety Six and no/100 - - - - - - - - - - - Dollars ($ 120,196.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagee as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagors to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagors to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in Shelby County, State of Alabama, to wit:

Parcel I
Five acres on the South side of the NW1/4 of the NE1/4, Section 10, Township 22 South, Range 4 West. LESS AND EXCEPT the following described parcel of land.

a.)Part of the NW1/4 of the NE1/4 of Section 10, Township 22 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said NW1/4 of NE1/4, run in a Northerly direction along the West line of said 1/4-1/4 section for a distance of 240 feet; thence turn an angle to the right of 89 deg. 34 min. and run in an easterly direction for a distance 283.28 feet to an existing iron pin, being the point of beginning; thence continue in an easterly direction along last mentioned course for a distance of 284.46 feet to an existing iron pin; thence turn an angle to the right of 87 deg. 28 min and 02 sec. and run in a southerly direction for a distance of 147.29 feet to an existing iron pin; thence turn an angle to the right of 91 deg. 00 min. 28 sec. and run in a westerly direction for a distance of 275.40 feet to an existing iron pin; thence turn an angle to the left of 04 deg. 07 min. 30 sec. and run in a southwesterly direction for a distance of 16.89 feet to an existing iron pin; thence turn an angle to the right of 96 deg. 04 min. 08 sec. and run in a Northerly direction for a distance of 156.14 feet, more or less, to the point of beginning.

b.) Part of the NW1/4 of the NE1/4 of Section 10, Township 22 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said NW1/4 of NE1/4, run in a Northerly direction along the west line of said 1/4-1/4 section for a distance of 124.04 feet to an existing iron pin; thence turn an angle to the right of 111 deg 32 min. and run in a southeasterly direction for a distance of 146.36 feet to an existing iron pin; thence turn an angle to the left of 27 deg. 37 min and run in a northeasterly direction for a distance of 164.89 feet to an existing iron pin; thence turn an angle to the right of 04 deg. 07 min. 30 sec. and run in an easterly direction for a distance 275. 40 feet to an existing iron pin, being the point of beginning; thence turn an angle to the left of 91 deg. 00 min. 28 sec. and run in a northerly direction for a distance of 147.29 feet to an existing iron pin; thence turn an angle to the left of 87 deg. 28 min. 02 sec. and run in a westerly direction for a distance 132.14 feet to an existing iron pin; thence turn an angle to the right of 90 deg. 26 min. and run in a northerly direction for a distance of 100.0 feet to existing iron pin; thence turn an angle to the right of 89 deg. 34 min. and run in an easterly direction for a distance of 594.66 feet to an existing iron pin; thence turn an angle to the right and run in a southerly direction for a distance of 212.33 feet, more or less, to an existing iron pin; thence turn and angle to the right and run in a southwesterly direction for a distance of 457.19 feet, more or less, to the point of beginning.

Parcel II
The SW1/4 of the NE1/4 of Section 10, Township 22 South Range 4 West, Shelby County, Alabama.

Parcel III
Part of the Northwest 1/4 of Northeast 1/4 of Section 10, Township 22 South Range 4 West, Shelby County, Alabama; being more particularly described as follows: From the Southwest corner of said Northwest 1/4 of Northeast 1/4 of said Section 10, run in a northerly direction along the West line of said 1/4-1/4 section for a distance of 124.04 feet to the point of beginning; thence continue in a northerly direction along last mentioned course for a distance of 115.96 feet to an existing nail; thence turn an angle to the right of 89 deg. 34 min. and run in an easterly direction for a distance of 283.28 feet to an existing iron pin; thence turn an angle to the right of 90 deg. 25 min. 08 sec. and run in a southerly direction for a distance of 156.14 feet to an existing iron pin; thence turn an angle to the right of 83 deg. 55 min. 52 sec. and run in a southwesterly direction for a distance of 149 feet to an existing iron pin; thence turn an angle to the right of 27 deg. 37 min. and run in a northwesterly direction for a distance of 146.36 feet, more or less, to the point of beginning.

Parcel IV
Part of the NW1/4 of the NE1/4 of Section 10, Township 22 South, Range 4 West, Shelby County, Alabama being more particularly described as follows: From the Southeast corner of said 1/4-1/4 section, run in a northerly direction along the east line of said 1/4-1/4 section for a distance of 170.00 feet to the point of beginning; thence continue along last mentioned course for a distance of 170.00 feet; thence turn an angle to the left of 90 deg. 36 min. and run in a westerly direction for a distance of 290.78 feet; thence turn an angle to the left of 90 deg. 18 min. and run in a southerly direction for a distance of 169.99 feet; thence turn an angle to the left of 89 deg. 42 min. and run in an easterly direction for a distance of 288.11 feet to the point of beginning.

Clifford F. Boothe and Clifford Booth are one and the same person; and, Linda A. Boothe and Linda D. Booth are one and the same person.

Said real estate is warranted free from all encumbrances and Mortgagors warrant the same 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 and any other indebtedness or indebtednesses secured by this mortgage, 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 and any other indebtedness or indebtednesses secured by this mortgage, 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 any other indebtedness or indebtednesses secured by this mortgage, 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 Mortgagors pay said promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagors reimburse said Mortgagee or assigns for any amounts Mortgagee 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 evidenced by said promissory note or any other indebtedness or indebtednesses 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, (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 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 Mortgagors 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 by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Mortgagors, Clifford F. Boothe and wife, Linda A. Boothe

have hereunto set their signatures and seal, this 1st day of November, 1996

Clifford F Boothe (SEAL)

Linda A. Boothe (SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned Sandra C. Davison, a Notary Public in and for said County, in said State, hereby certify that Clifford F. Boothe and wife, Linda A. Boothe

whose names are signed to the foregoing conveyance, and who are they 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 1st day of November, 1996

Sandra C. Dawson Notary Public.

THE STATE of

COUNTY

I, the undersigned , 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:

MERCHANTS & PLANTERS BANK
P.O. Box 240
Montevallo, Alabama 35115

MORTGAGE

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