

STATE OF ALABAMA       )  
                                  )  
SHELBY COUNTY           )       REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS B. CHRISTOPHER BATTLES, hereinafter called "Party of the First Part," is justly indebted to KENNETH W. BETTINI, hereinafter called "Party of the Second Part," in the principal sum of FIFTY EIGHT THOUSAND FIVE HUNDRED Dollars (\$58,500.00) together with interest at EIGHT percent as evidenced by a promissory note bearing even date herewith and payable in installments as follows: a first installment of FIVE HUNDRED FIFTY NINE Dollars and SIX CENTS (\$559.06) due on or before the FIRST day of APRIL, 1997, and 178 subsequent installments of FIVE HUNDRED FIFTY NINE DOLLARS AND SIX CENTS (\$559.06) due on or before the FIRST day of each month following the month of the initial installment, and a final installment of FIVE HUNDRED FIFTY SEVEN DOLLARS AND EIGHTY-FOUR CENTS (\$557.84) due on or before the FIRST day of MARCH, 2012.

NOW, in order to secure the prompt payment of said note, when due, the Party of the First Part for and consideration of the premises, and the sum of Five Dollars in hand paid this date, to the Party of the First Part by the Party of the Second Part, does hereby GRANT, BARGAIN, SELL AND CONVEY to the Party of the Second Part of the following described real estate situated in SHELBY County, Alabama, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Party of the Second Part forever. And the Party of the First Part does hereby covenant with the Party of the Second Part, and the heirs and assigns of the Party of the Second Part, that the Party of the First Part is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the Party of the First Part will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Party of the First Part shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the Party of the First Part fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Party of the Second Part. However, failure of the Party of the Second Part to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the Party of the First Part, the Party of the Second Part or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property

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hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Party of the Second Part shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Party of the Second Part for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Party of the First Part. In the event of such sale, the Party of the Second Part, or the successors, assigns, agents or attorneys of the party of the Second Part, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Party of the First Part.

It is also agreed that in case the Party of the Second Part, or the heirs, successors or assigns of the Party of the First Part, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Party of the First Part will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Party of the Second Part, all of which shall be and constitute a part of the debt hereby secured.

The Party of the First Part agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Party of the First Part fail to pay any such taxes or assessments before they become delinquent, then the Party of the First Part is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Party of the First Part fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Party of the Second Part pay the same, then the Party of the First Part shall be deemed to have materially breached the terms of this instrument if the Party of the First Part fails to reimburse the Party of the Second Part for the same plus interest at the rate specified hereinabove within ten (10) days after the Party of the Second Part gives the Party of the First Part written demand by first class mail of the amounts due.

Party of the First Part reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Party of the First Part has executed this Mortgage with seal affixed on the 28TH day of FEBRUARY, 1997, at PELHAM, ALABAMA.



B. CHRISTOPHER BATTLES

STATE OF ALABAMA )

SHELBY COUNTY )

ACKNOWLEDGEMENT

I, FRAN ELROD, a Notary Public for the State at Large, hereby certify that B. CHRISTOPHER BATTLES, whose name is signed to the foregoing Mortgage, who is known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 28TH day of FEBRUARY, 1997.

Fran A. Elrod  
Notary Public

My Commission Expires: 5/20/2000



EXHIBIT "A"

*A part of the NE1/4 of the SE1/4 and the SE1/4-SE1/4 of Section 30, Township 20 south, Range 2 west, Shelby County, Alabama more particularly described as follows:*

*Beginning at the southwest corner of the NE1/4 of the SE1/4 of Section 30, Township 20 south, Range 2 west, Shelby County, Alabama and run thence northerly along the west line of said quarter-quarter section a distance of 430.85' to a steel pin corner; Thence turn 88 degrees 47 minutes 30 seconds to the right and run easterly along the back line of the Cheshire subdivision a distance of 589.72' to a steel pin corner; Thence turn 35 degrees 31 minutes 20 seconds to the left and run northeasterly along the back line of same said Cheshire subdivision a distance of 692.48' to a steel pin corner; Thence turn 126 degrees 15 minutes 30 seconds to the right and run southerly a distance of 338.71' to a steel pin corner; Thence turn 39 degrees 38 minutes 44 seconds to the left and run southeasterly a distance of 154.75' to a steel pin corner on the northerly margin of Winsor Circle in a curve to the left having a delta angle of 42 01'27", a radius of 339.79 and a chord distance of 243.66'; Thence turn 93 degrees 05 minutes 35 seconds right to chord and run southwesterly along the chord of said curve a chord distance of 243.66' to a steel pin corner; Thence turn 68 degrees 59 minutes 17 seconds right from chord and run northwesterly a distance of 63.63' to a steel pin corner; Thence turn 72 degrees 07 minutes 28 seconds left and run southwesterly a distance of 657.00' to a steel pin corner; Thence turn 40 degrees 25 minutes 32 seconds right and run westerly a distance of 495.03' to a steel pin corner on the west line of the SE1/4 of the SE1/4 of said Section 30; Thence turn 89 degrees 07 minutes 19 seconds right and run northerly along said quarter-quarter line a distance of 134.12' to the point of beginning, containing 14.09 acres and subject to any and all agreements, easements, rights of way, restrictions and/ or limitations of probated record and / or applicable law.*

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