

This Instrument Was Prepared By:  
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 P.O. Box 987  
 Alabaster, Alabama 35007

NO TITLE EXAMINATION MADE/LEGAL DESCRIPTION PROVIDED BY MORTGAGOR

**MORTGAGE**

STATE OF ALABAMA )  
 COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
 GRADY WAYNE BAREFIELD and wife, SUZANNE BAREFIELD  
 (hereinafter called "MORTGAGORS", whether one or more) are  
 justly indebted to  
 RICHARD E. HAMM and DEBORAH S. HAMM

(hereinafter called "MORTGAGEE", whether one or more) in the sum  
 of SIXTY-FOUR THOUSAND AND NO/100-- DOLLARS (\$64,000.00) evidenced  
 by a Real Estate Mortgage Note of even date herewith.

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,

GRADY WAYNE BAREFIELD and wife, SUZANNE BAREFIELD

and all others executing this Mortgage, do hereby grant, bargain,  
 sell and convey unto the MORTGAGEE the following described real  
 estate, situated in SHELBY and CHILTON Counties, Alabama; to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
 FOR THE LEGAL DESCRIPTION OF THE PROPERTY HEREIN CONVEYED

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

THIS MORTGAGE MAY NOT BE ASSUMED WITHOUT THE PRIOR EXPRESS  
 WRITTEN CONSENT OF THE MORTGAGEES.

Said property is warranted free from all incumbrances and  
 against any adverse claims, except as stated above.

Ind # 1998-05882

02/23/1998-05882  
 10:39 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 004 HCD 17.00

mail Richard E. Hamm PO Box 224 Calera AL 35040

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, MORTGAGORS agree 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 the undersigned MORTGAGORS 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 costs of collecting same, including attorney's fees; 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 MORTGAGORS pay said indebtedness, and reimburses 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 sums 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 the 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 (21) 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 Courthouse door of said County (or the division thereof) where said property is located, at public outcry to the highest bidder for cash, 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 the undersigned MORTGAGORS agree that the said MORTGAGEE, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned MORTGAGORS 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 MORTGAGORS,

have hereunto set their signature(s) and seal(s) this the 4<sup>th</sup> day of April, 1997.

Grady Wayne Barefield (L.S.)  
GRADY WAYNE BAREFIELD

Suzanne Barefield (L.S.)  
SUZANNE BAREFIELD

STATE OF ALABAMA )  
COUNTY OF SHELBY )

General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

GRADY WAYNE BAREFIELD and wife, SUZANNE BAREFIELD

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal this 4<sup>th</sup> day of April, 1997.

Joe L. Watson  
NOTARY PUBLIC



**"EXHIBIT A"**  
**REAL ESTATE MORTGAGE**  
**BAREFIELD TO HAMM**

**PARCEL I:** Property located in Shelby County, Alabama, more particularly described as

From the SE corner of the SW 1/4 - SE 1/4, Section 11, Township 24 N, Range 13 East, Shelby County, Alabama, run South 88 degrees 24 minutes 48 seconds West for 1064.67 feet to the West right-of-way line of an existing county paved road and the point of beginning of subject lot; from said point continue said course 312.42 feet; thence run North 15 degrees, 40 minutes 35 seconds East along Woodruff line for 427.53 feet; run thence South 56 degrees 30 minutes 28 seconds East 386.08 feet back to said right-of-way line; thence run along said right-of-way line South 33 degrees 22 minutes 48 seconds West 228.12 feet, back to the beginning point.

**PARCEL II:** Property located in Chilton County, Alabama, more particularly described as:

Start at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 Section 14, Township 24, Range 13, Chilton County, Alabama; thence run South 88 deg. 24 min. 48 sec. West on and along the North boundary line of said 1/4 1/4 Section 1, 064.67 feet to the West right-of-way line of a paved County Road and the point of beginning; thence from said point of beginning, continue along said boundary line 312.42 feet to a fence; thence run in a Southwesterly direction along said fence 1,370 feet, more or less, to the South boundary line of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 24, Range 13, thence North 88 deg. 43 min. 10 sec. East on and along said South boundary line 26.86 feet to the West right-of-way line of said paved County Road; thence run in a Northeasterly direction along said right-of-way line 1,490.98 feet back to the point of beginning; Lying and being situated in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 24, Range 13, Chilton County, Alabama.

Inst # 1998-05882  
 02/23/1998-05882  
 10:39 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 17.00

STATE OF ALABAMA CHILTON CO  
 I CERTIFY THIS  
 INSTRUMENT

1998 JAN 30 AM 10:44

UCC FILE NUMBER OR REC.  
 BK. & PAGE AS SHOWN ABOVE

Robert M. Martin

DEED \_\_\_\_\_  
 MORTG 96.00  
 REC. 11.00  
 INDEX 5.00  
 D.P. FEE 2.00

28850-8666-05882