

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles Russell Worsham and wife, Grace L. Worsham

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Larry D. Farr and/or Jo R. Farr

(hereinafter called "Mortgagee", whether one or more), in the sum
of One Hundred Twenty Thousand and no/100----- Dollars
(\$120,000.00), evidenced by promissory note of this date executed simultaneously herewith.

Inst # 1998-08889

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,
Charles Russell Worsham and wife, Grace L. Worsham

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following
described real estate, situated in SHELBY County, State of Alabama, to wit.

Property being described on Exhibit "A" attached hereto and made part and parcel
hereof and incorporated by reference as fully as if set out herein, which said
exhibit is signed for the purpose of identification.

Inst # 1998-08889

03/13/1998-08889
02:22 PM CERTIFIED
COUNTY JUDGE OF PROBATE

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

Form ALA-35

W. B. / Davis Plam

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, 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 incumbrance 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 incumbrances, 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 the undersigned

Charles Russell Worsham and wife, Grace L. Worsham

have hereunto set our signatures and seal, this 12th day of

March 19 98
Charles Russell Worsham

(SEAL)

Charles Russell Worsham

(SEAL)

Grace L. Worsham
Grace L. Worsham

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Russell Worsham and wife, Grace L. Worsham

whose name s/are signed to the foregoing conveyance, and who are 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 were made.

Given under my hand and official seal this 12th day of March 19 98

THE STATE of

COUNTY

I, 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, 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:

TO

MORTGAGE DEED

Recording Fee \$

Deed Tax \$

\$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE

P. O. Box 557

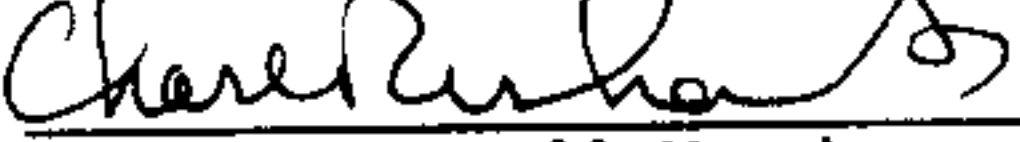
Columbiana, Alabama 35051

Exhibit "A"

Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, and run thence Southerly along the West line of said quarter-quarter Section a distance of 687.68 feet to a steel rebar corner set at a fence corner; thence turn 88 degrees 41 minutes 40 seconds left and run Easterly along a meandering fence line a distance of 1,416.89 feet to a steel rebar corner set on the Westerly margin of Shelby County Highway No. 77 in a curve to the left; thence turn 94 degrees 44 minutes 44 seconds left to chord and run Northerly along a sub chord of said curve a sub chord distance of 196.09 feet to a point; thence turn 13 degrees 05 minutes 29 seconds left sub chord to sub chord and continue along a sub chord of said curve a sub chord distance of 179.59 feet to a point; thence turn 10 degrees 01 minutes 24 seconds left sub chord to sub chord and continue Northwesterly along said curve a sub chord distance of 139.76 feet to a point; thence turn 09 degrees 29 minutes 59 seconds left sub chord to sub chord and continue Northwesterly along said curve a sub chord distance of 94.04 feet to a point; thence turn 02 degrees 02 minutes 15 seconds left sub chord to sub chord and continue Northwesterly along said curve a sub chord a distance of 116.42 feet to the P.T. (also the P.C.) of said curve; thence turn 09 degrees 34 minutes 26 seconds left from sub chord and run Northwesterly along the Southwesterly margin of said Highway No. 77 a distance of 693.10 feet to a steel rebar corner in the centerline of a wet weather branch; thence turn 84 degrees 17 minutes 00 seconds left and run Southwesterly along center of said branch 26.10 feet to a point; thence turn 60 degrees 04 minutes 32 seconds left and run along center of said branch 27.68 feet to a point; thence turn 32 degrees 46 minutes 32 seconds left and continue along center of said branch 35.81 feet to a point; thence turn 56 degrees 24 minutes 05 seconds right and run Southerly along centerline of said branch 350.93 feet to a steel rebar corner; thence turn 79 degrees 07 minutes 31 seconds right and run Westerly along the North line of the Southeast Quarter of the Southeast Quarter of same said Section 28 a distance of 593.48 feet to the point of beginning. According to survey of Joseph E. Conn RLS #9049, dated February 10, 1998.

Inst # 1998-08889

SIGNED FOR IDENTIFICATION:



Charles Russell Worsham



Grace L. Worsham

Inst # 1998-08889

03/13/1998-08889
02:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 194.50