

STATE OF ALABAMA  
shelby COUNTY.

This instrument prepared by:  
Ray F. Robbins, II  
P. O. Box 479  
Talladega, Alabama 35161

**THIS INDENTURE**, Made and entered into on this, the 18<sup>th</sup> day of September 1998 by and between  
MONTA STANDRIDGE and wife, EMMA B. STANDRIDGE; and SUNBELT SOD FARM, INC.,  
a corporation

hereinafter called Mortgagor (whether singular or plural); and **First Bank of Childersburg**, a banking corporation  
hereinafter called the Mortgagee:

**WITNESSETH: That, WHEREAS**, the said Monta Standridge and wife, Emma B. Standridge;  
and Sunbelt Sod Farm, Inc., a corporation are

justly indebted to the Mortgagee in the sum of One Million Fifty Thousand and  
No/100 (\$1,050,000) Dollars-----

which is evidenced as follows, to-wit:

Promissory note or notes in the principal amount of \$1,050,000.00,  
being due and payable in accordance with the terms of said note or  
notes, and any extensions or renewals thereof.

**NOW, THEREFORE, IN CONSIDERATION** of said indebtedness and any other indebtedness arising hereunder  
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said  
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described  
property, to-wit:

SEE EXHIBIT "A"

AS TO PARCEL NOS. 1 AND 2, THIS IS A PURCHASE MONEY  
MORTGAGE.

Inst # 1998-36915

09/22/1998-36915  
08:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 CRH 1604.50

**TO HAVE AND TO HOLD**, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written, and the Mortgagor, Sunbelt Sod Farm, Inc., by its President, who is authorized to execute this instrument has hereunto set its signature, and seal on the day and year first above written.

SUNBELT SOD FARM, INC.

BY: Monta Standridge  
Its President

(L.S.)

Monta Standridge  
MONTA STANDRIDGE

(L.S.)

(L.S.)

Emma B. Standridge  
EMMA B. STANDRIDGE

(L.S.)

ATTEST:


Emma Standridge  
Its Secretary

STATE OF ALABAMA, }  
TALLADEGA COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_  
Monta Standridge and wife, Emma B. Standridge

whose name<sup>s</sup> are \_\_\_\_\_ signed to the foregoing conveyance, and who are \_\_\_\_\_ known to me (or made 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 seal this the \_\_\_\_\_ day of September 19 98

  
Notary Public

STATE OF ALABAMA }  
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_\_, came before me the within named \_\_\_\_\_  
known to me (or made known to me) to be the wife of the within named, \_\_\_\_\_  
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged  
that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA,

TALLADEGA COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Monta Standridge, whose name as President of Sunbelt Sod Farm, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this the 18<sup>th</sup> day of September, 1998.

  
NOTARY PUBLIC



## EXHIBIT "A"

**Parcel No. 1:** Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, said point also being the Southwest corner of Section 1, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 03 degrees 31 minutes 42 seconds East along the West boundary of said Section 1 for a distance of 1315.23 feet to a 1" open top pipe in place being the Northwest corner of the Southwest one-fourth of the Southwest one-fourth of said Section 1; thence proceed South 87 degrees 58 minutes 10 seconds East along the North boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 1274.86 feet to the Northeast corner of said Southwest one-fourth of the Southwest one-fourth of said Section 1; thence proceed South 02 degrees 35 minutes 44 seconds West along the East boundary of said quarter-quarter section for a distance of 657.64 feet; thence proceed South 88 degrees 08 minutes 33 seconds East along the North boundary of the South one-half of the Southeast one-fourth of the Southwest one-fourth of said Section 1 for a distance of 1384.84 feet to a 1" pipe in place; thence proceed South 01 degrees 42 minutes 22 seconds West along the East boundary of the Southeast one-fourth of the Southwest one-fourth for a distance of 661.37 feet to a 2" open top pipe in place being the Southeast corner of the Southeast one-fourth of the Southwest one-fourth of said Section 1; thence proceed South 87 degrees 55 minutes 42 seconds East along the North boundary of the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, for a distance of 1302.87 feet to its point of intersection with the Northerly right-of-way of Shelby County Road No. 60; thence proceed South 32 degrees 39 minutes 10 seconds West along the Northerly right-of-way of said road for a distance of 805.63 feet; thence proceed South 35 degrees 49 minutes 14 seconds West along the Northerly right-of-way of said road for a distance of 241.59 feet; thence proceed South 52 degrees 26 minutes 18 seconds West along the Northerly right-of-way of said road for a distance of 239.02 feet; thence proceed South 75 degrees 39 minutes 17 seconds West along the Northerly right-of-way of said road for a distance of 275.17 feet; thence proceed South 88 degrees 49 minutes 19 seconds West along the Northerly right-of-way of said road for a distance of 229.02 feet; thence proceed North 87 degrees 13 minutes 12 seconds West along the Northerly right-of-way of said road for a distance of 925.52 feet; thence proceed North 07 degrees 17 minutes 39 seconds East for a distance of 252.02 feet; thence proceed North 80 degrees 11 minutes 49 seconds West for a distance of 63.85 feet; thence proceed North 11 degrees 33 minutes 48 seconds East for a distance of 159.27 feet; thence proceed North 81 degrees 08 minutes 31 seconds West for a distance of 242.28 feet; thence proceed North 01 degrees 51 minutes 05 seconds East for a distance of 223.50 feet; thence proceed South 87 degrees 32 minutes 06 seconds West for a distance of 196.24 feet; thence proceed South 01 degrees 58 minutes 35 seconds West for a distance of 639.28 feet to a point on the North boundary of the aforementioned Shelby County Road No. 60; thence proceed North 84 degrees 42 minutes 42 seconds West along the North boundary of said road for a distance of 167.69 feet; thence proceed North 21 degrees 41 minutes 35 seconds West for a distance of 86.75 feet; thence proceed North 65 degrees 30 minutes 16 seconds West for a distance of 116.22 feet; thence proceed North 82 degrees 56 minutes 58

seconds West for a distance of 127.77 feet; thence proceed South 11 degrees 31 minutes 55 seconds West for a distance of 113.37 feet to a point on the North right-of-way of said road; thence proceed North 82 degrees 33 minutes 25 seconds West along the North right-of-way of said road for a distance of 950.42 feet to its point of intersection with the West boundary of the Northwest one-fourth of the Northwest one-fourth of Section 12, Township 19 South, Range 2 East; thence proceed North 02 degrees 35 minutes 44 seconds East along the West boundary of said Northwest one-fourth of the Northwest one-fourth of said Section 12 for a distance of 988.40 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth and the Southeast one-fourth of the Southwest one-fourth of Section 1, Township 19 South, Range 2 East and the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, and the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, and contains 145.91 acres, more or less, according to the survey of Ray and Gilliland, P.C., dated August 27, 1998 and revised on September 16, 1998.

Parcel No. 2: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed South 02 degrees 35 minutes 44 seconds West along the West boundary of said Section 12 for a distance of 1068.63 feet to a point on the South boundary of Shelby County Road No. 60, said point being the POINT OF BEGINNING. From this beginning point continue South 02 degrees 35 minutes 44 seconds West along the West boundary of said Section 12 for a distance of 2863.93 feet to a 1/2 inch rebar in place accepted as the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of said Section 12; thence proceed South 86 degrees 10 minutes 25 seconds East along the South boundary of said quarter-quarter section for a distance of 1296.51 feet to a fence post in place being the Northwest corner of the Southeast one-fourth of the Southwest one-fourth of said section; thence proceed South 02 degrees 35 minutes 44 seconds West along the West boundary of said Southeast one-fourth of the Southwest one-fourth of said section for a distance of 1247.55 feet to the Southwest corner of said Southeast one-fourth of the Southwest one-fourth; thence proceed South 85 degrees 09 minutes 07 seconds East along the South boundary of said Southeast one-fourth of the Southwest one-fourth for a distance of 1400.89 feet to a nail in pine stump; thence proceed South 03 degrees 45 minutes 16 seconds West along the accepted West boundary of said Northwest one-fourth of the Northeast one-fourth of Section 13 for a distance of 975.43 feet to its point of intersection with the Northerly right-of-way of the Seaboard Coastline Railroad; thence proceed Northeasterly along the Northerly right-of-way of said railroad for a chord bearing and distance of North 49 degrees 00 minutes 06 seconds East 1653.69 feet; thence proceed North 49 degrees 00 minutes 06 seconds East along the Northerly right-of-way of said railroad for a distance of 294.40 feet; thence proceed North 76 degrees 52 minutes 20 seconds East along the Northerly right-of-way of said railroad for a distance of 1636.21 feet to its point of intersection with the Westerly bank of the Coosa River; thence proceed Northerly along the meandering Westerly bank of said river for a chord bearing and distance of North 08 degrees 36 minutes 15 seconds East 1921.17 feet to its point of intersection with the East



boundary of the Northeast one-fourth of the Southeast one-fourth of said Section 12; thence proceed North 02 degrees 35 minutes 44 seconds East along the East boundary of said Northeast one-fourth of the Southeast one-fourth of said Section 12 for a distance of 205.86 feet to a 1/2 inch rebar being the Southeast corner of the Southeast one-fourth of the Northeast one-fourth; thence proceed North 87 degrees 34 minutes 22 seconds West along the South boundary of said Southeast one-fourth of the Northeast one-fourth of said Section 12 for a distance of 1339.52 feet to a 2 inch open top pipe; thence proceed North 03 degrees 01 minutes 23 seconds East along the East boundary of the Southwest one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 12 for a distance of 258.11 feet to its point of intersection with the Southerly right-of-way of the aforementioned Shelby County Road No. 60; thence proceed South 32 degrees 38 minutes 58 seconds West along the Southerly right-of-way of said road for a distance of 761.42 feet; thence proceed South 35 degrees 49 minutes 14 seconds West along the Southerly right-of-way of said road for a distance of 250.44 feet; thence proceed South 52 degrees 26 minutes 47 seconds West along the Southerly right-of-way of said road for a distance of 270.30 feet; thence proceed South 75 degrees 32 minutes 29 seconds West along the Southerly right-of-way of said road for a distance of 304.08 feet; thence proceed South 88 degrees 50 minutes 09 seconds West along the Southerly right-of-way of said road for a distance of 237.19 feet; thence proceed North 88 degrees 08 minutes 42 seconds West along the Southerly right-of-way of said road for a distance of 254.31 feet; thence proceed South 08 degrees 59 minutes 56 seconds East for a distance of 674.58 feet; thence proceed South 77 degrees 42 minutes 41 seconds West for a distance of 1446.29 feet; thence proceed North 01 degrees 58 minutes 23 seconds West for a distance of 1062.86 feet to a point on the Southerly right-of-way of said Shelby County Road No. 60; thence proceed North 83 degrees 24 minutes 39 seconds West along the Southerly right-of-way of said Shelby County Road 60 for a distance of 184.66 feet; thence proceed North 82 degrees 33 minutes 37 seconds West said right-of-way for a distance of 1005.09 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 12, Township 19 South, Range 2 East and the Northwest one-fourth of the Northeast one-fourth of Section 13, Township 19 South, Range 2 East, Shelby County, Alabama, and contains 387.39 acres, more or less, according to the survey of Ray and Gilliland, P.C., dated August 27, 1998 and revised on September 16, 1998.

Parcel No. 3: Part of the SE 1/4 of NE 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, said part being more particularly described as follows: Commence at

the Southwest corner of the SE 1/4 of the NE 1/4 of said Section 28, and run in an Easterly direction along the South line of said quarter-quarter Section line thereof for a distance of 490.82 feet to the POINT OF BEGINNING of the tract here described; thence continue along the same course for a distance of 109.18 feet, more or less, to the Southeast corner of the E. R. Elliott property; thence turn an angle to the left of 89 degrees 02 minutes 30 seconds and run along the Easterly line of said E. R. Elliott property in a Northerly direction for a distance of 178.26 feet to a point on the Southerly line of the right-of-way of U.S. Highway No. 280, which is on a curve in said right-of-way, said curve being concave in a Northwesterly direction, having a radius of 8444.37 feet and a central angle of 0 degrees 40 minutes; thence in a Westerly direction along the arc of said curve for a distance of 110.64 feet; thence run in a Southerly direction for a distance of 162.09 feet, more or less, to the point of beginning. Being situated in Shelby County, Alabama.

Parcel No. 4: Part of the SE 1/4 of NE 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, said part being more particularly described as follows: Commence at the Southwest corner of said SE 1/4 of NE 1/4, said Section 28, and run in an Easterly direction along the South line thereof for a distance of 242.47 feet to the POINT OF BEGINNING of the tract here described; continue thence in an Easterly direction along said quarter-quarter Section line for a distance of 248.35 feet; thence turning an angle to the left of 89 degrees 02 minutes 30 seconds run in a Northerly direction for a distance of 162.09 feet to a point on the Southerly right-of-way line of U.S. Highway No. 280, said point being on a curve in said right-of-way line, said curve being concave in a Northwesterly direction, having a central angle of 1 degrees 40 minutes and a radius of 8594.37 feet; thence run in a Southwesterly direction along the arc of said curve, in said right-of-way for a distance of 250.85 feet; thence run in a Southerly direction for a distance of 130.65 feet to a point on the South line of said quarter-quarter Section line which is 242.47 feet East of the Southwest corner thereof, said point being the point of beginning. Being situated in Shelby County, Alabama.

Parcel No. 5: The South one-half of the Southeast quarter, Section 35, Township 19 South, Range 2 East, Shelby County, Alabama.

AS TO PARCEL NOS. 1 AND 2, THIS IS A PURCHASE MONEY MORTGAGE.

EXECUTED FOR IDENTIFICATION  
PURPOSES:

  
MONTA STANDRIGE



Emma B Standridge  
EMMA B. STANDRIDGE

SUNBELT SOD FARM, INC.,

a corporation

BY Monte Standridge  
ITS PRESIDENT

ATTEST:

Emma Standridge  
ITS SECRETARY

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