	This instrument was prepared by Frank K. Bynum (name) #17 Office Park Circle. Birmingham. Al. 35223 (address).	*
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	01/06/2000 09:09 AH CEI meny chart has	
	State of Alabama	W. C.
	MORTGAGE (With Future Advance Clause)	
۱.	December December December parties, their addresses and tax identification numbers, if required, are as follows:	23, 1999 and the
	MORTGAGOR: MICHAEL B MARSH and wife, YVONNE M MARSH 262 QUAIL RIDGE LANE WILSONVILLE, Alabama 35186	
	If checked, refer to the attached Addendum incorporated herein, for additional Moracknowledgments.	tgagors, their signatures and
	LENDER: Charter One Bank, F.S.B. 1215 Superior Avenue Cleveland, Oh 44114-3279	
	·	
2.	 CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument conveys, sells and mortgages to Lender, with power of sale, the following described property: 	s acknowledged, and to secure t, Mortgagor grants, bargains,
	SEE EXHIBIT "A" FOR LEGAL DESCRIPTION	•
	This mortgage is second and junior to that certain mortgage rec Instrument# 1999-32910	•
	The property is located in	
	252 QUAIL RIDGE LAME WILSONVILLE (Address) (City)	(ZIP Code)
	Together with all rights, casements, appurtenances, royalties, mineral rights, oil and gas rights ditches, and water stock and all existing and future improvements, structures, fixtures, and repany time in the future, be part of the real estate described above (all referred to as "Prope (hereafter defined) is paid in full and all underlying agreements have been terminated, this hoold.	erty"). When the Secured Debt Mortgage will become null and
3	3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument \$\frac{14,850.00}{650.00}\$. This limitation of amount does not include charges validly made pursuant to this Security Instrument. Also, this limitation does not appreciate of this Security Instrument to protect Lender's security and to perform any of the coverins trument.	NA TEL COLTECTION INCOME PROPERTY NAMED AND ADDRESS OF STREET
4	 SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as followed as followed as followed and incurred under the terms of all promissory note(s), contract(s), guaranty(s) or of below and all their extensions, renewals, modifications or substitutions. (When references suggested that you include items such as borrowers' names, note amounts, interest rates. 	erencing the debts below it is

ALABAMA - MORTIGAGE (NOT FOR FMMA, FHLMC, FHA OR VA USE)

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission

- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant of easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys, sells and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument. Mortgagor agrees that this assignment is effective as to third parties on the recording of this Mortgage, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied and all underlying agreements are ended, and that this assignment is enforceable when Lender takes actual possession of the Property, when a receiver is appointed, or when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium.

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time-share or a planned unit development. Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

- 14. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

- by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 960) et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substances" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or

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postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds regulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

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- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW: SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction where the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.

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26. OTH	ER TERMS. If checked, the following are app	dicable to this Security Instrument:	atition of the Committee Date may be
×	Line of Credit. The Secured Debt includes reduced to a zero balance, this Security Instru	a revolving line of credit provision. ment will remain in effect until release	, .
	Construction Loan. This Security Instrument	t secures an obligation incurred for th	e construction of an improvement on
	Fixture Filing. Mortgagor grants to Lender and that are or will become fixtures related and any carbon, photographic or other representational Code.	Eduction may be filed of record for p	surposes of Article 9 of the Uniform
	Riders. The covenants and agreements of ea amend the terms of this Security Instrument.	II NEXT ALL ADVINCADIC COXCOL	
	Condominium Rider Planned Unit D	evelopment Rider Other	##1>#1(1)
SIGNAT	TURES: By signing below, Mortgagor agrees to the Mortgagor also acknowledges receipt of a mortgagor. (Date)	o the terms and covenants contained to copy of this Security Instrument on the (Scal) (Signature)	
MICH	HARL B MARSE	YVORME M MARSE	
(Witness a	as to all signatures)	(Witness as to all signatures)	••••••••••••••••••••••••••••••••••••••
ACKNO	OWLEDGMENT: STATE OF Alabama L a notary public, hereby certify that Rusband and Wile	COUNTY OF JEFFERS	OM MARSE
	l, a notary public, hereby certify that Rusband and Wile	whose name(s) is/	are signed to the foregoing conveyance.
(Individual)	and who is/are known to me, acknowled conveyance, he/she/they executed the same and day of December	t-2 an abia day that h	wine intermed at the contents of the
	My commission expires: 11/20/2000		(Nocery Public)

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EXHIBIT "A" LEGAL DESCRIPTION

parcei 1:

Begin at the Northeast corner of the Southeast quarter of the Mortheast quarter of Section 3. Township 21—South. Range 1 Mast; thence run South along the Bast line of said Section for 30.00 feet; thence 90° 20'.38" right run West for 1,136.09 feet to a point 30.0 feet South of the Southwest corner of the Mortheast quarter of the Northeast quarter; thence 89° 41' 56" right run Morth along the West line of the East half of said Northeast quarter of said Section for 701.93 feet; thence 90° 11' 19" right run 667.76 feet; thence 89° 47' 21" right run South 673.24 feet to the South line of the Northeast quarter of Northeast quarter of said Section; thence 89° 40' 36" left run Bast 668.04 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL 2:

Commence at the Northwest corner of the Southeast quarter of the Mortheast quarter of Section 3, Township 21 South, Range 1 East; thence run Southerly along the West line thereof for 30.0 feet to the point of beginning; thence continue last described course for 456.14 feet; thence 85° 41′ 56° left run Easterly for 668.22 feet; thence 90° 19′ 24° left run Northerly for 456.14 feet; thence 89° 40′ 36° left run Westerly for 668.04 feet to the point of beginning.

PARCEL 3:

Commence at the Northeast corner of Section 3, Township 21 South, Range 1 Rast; thence run West along the North line of said Section 15.01 feet to the Westerly right of way Airport Road; thence turn 88° 02' 02" left and run Southerly along said right of way for 674.80 feet; thence turn 87° 44' 42" right and run for 628.60 feet to the point of beginning; thence continue along last described course for 40.0 feet; thence turn 89° 47' 18" right and run for 633.12 feet to the South right of way of Shalby County Road \$48; thence turn right 90° 06' 06" and run East along said right of way for 40.0 feet; thence turn 89° 33' 34" right and run for 633.2 feet to the point of beginning. All being situated in Shelby County, Alabama.

Property is now described as follows:

From a one inch pipe at the Northeast corner of Section 3, Township 21 South, Range 1 East; run thence West along the North boundary of said Section 3 a distance of 667.38 feet; thence turn 90° 04' 12" left and run 39.92 feet to a half inch reher on the Hisouth boundary of Shelby County Highway 48 (80 foot right of way), being the point of Deginning of herein described parcel of land; thence continue along said course a Deginning of 633.16 to a half inch reher; thence turn 18° 23' 18° left and run 52.57 distance of 633.16 to a half inch reher; thence turn 69° 44' 50° right and run feet along a fence line to a half inch reher; thence turn 69° 14' 58° right and run 161.83 feet along said fence line to a half inch reher; thence turn 69° 14' 58° right and run 26.26 feet along said fence line to a half inch reher; thence turn 69° 23' and run 26.26 feet along said fence line to a half inch reher; thence turn 69° 23'

right and run 52.06 feet along said fence line to a half inch reberg thence turn 38° 27' 49" right and run 20.94 feet to a helf inch reber; thence turn 51" 48' 25" left and gun 371.60 feet to a helf inch reber on the accepted South boundary of the Northeast quarter-Hortheast quarter of said Section 3, theses turn 89° 46' 51' left and run 668.27 Met to a half inch reber accepted as the Southeast corner of said Morthaust dester-Northeast quarter; thence turn 59° 48' 59" right and run 29.52 feet along the appented East boundary of the Southeest quarter-Mortheest quarter of said Section 3; thence turn 90° 10' 42° right and run 668.20 fact to a helf inch reber; thence turn 90° 207 35" left and run 456.20 feet to a belf inch reber; thence turn 90° 20° 23" right and run 668.36 feet to a half inch reber on the accepted West boundary of aforementioned Southeast quarter-Mortheast quarter; thence turn 89° 41' 20° right and run 456.12 feet along the accepted West boundary of said Southwest quarter-Morthwest quarter; thence turn 00. 47' 34" right and run 29.75 fact to a one inch reber accepted as the Southwest conver of aforementioned Northeast quarter-Mortheast quarter; thence turn 00" 39' 34" left and run 675.46 feet to a one inch pipe on the accepted West boundary of said Northeast quarter-Northeast quarter; thence turn 90" 20" 31" right and run 626.26 feet to a balf inch reber; thence turn 90* 27' 06" left and run 612.69 feet to a hell inch reber on the South boundary of aforementioned Shelby County Highway 48; thence turn 89° 57' 25° right and run 39.95 feet along said highway boundary to the point of beginning of berein described parcel of land.

Mineral and mining rights excepted.

01/06/2000-00599 09:09 AM CERTIFIE SELBY COUNTY JUNEE OF PROBATE 10:05 CJ1