

This instrument was prepared by:

William R. Justice
P. O. Box 1144, Columbiana, Alabama 35051

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, **Margaretha D. Headley** and **Edward V. Headley**, Husband and Wife,, (hereinafter called "Mortgagor", whether one or more) is/are justly indebted to **Larry D. Farr** and **Jo Ray Farr**, (hereinafter called "Mortgagee," whether one or more), in the sum of Thirty Thousand and no/100 Dollars (\$30,000.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor, **Margaretha D. Headley** and **Edward V. Headley**, Husband and Wife,, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 28, Township 21 South, Range 1 East, being more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said sixteenth Section, a distance of 1088.64 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502"; thence South 89 degrees 37 minutes 10 seconds East, a distance of 45.08 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler CA 0502". on the Southwest right-of-way of County Road 61; thence along a curve to the left in said right-of-way having a radius of 1091.28 feet and a chord bearing of South 36 degrees 57 minutes 25 seconds East an arc length of 431.78 feet to a point; thence South 48 degrees 17 minutes 30 seconds East, along said right-of-way a distance of 474.87 feet to a point in the middle of a creek; thence along the meanders of said creek, the following courses; South 15 degrees 36 minutes 02 seconds West, a distance of 61.77 feet, South 13 degrees 17 minutes 50 seconds East, a distance of 81.84 feet, South 11 degrees 40 minutes 35 seconds West, a distance of 148.52 feet, South 08 degrees 02 minutes 13 seconds West, a distance of 149.04 feet, thence North 89 degrees 42 minutes 19 seconds West, passing at 50.00 feet a 1/2" rebar set for reference, with a cap stamped "S. Wheeler CA 0502", continuing to a total distance of 601.08 feet and the point of beginning. Situated in Shelby County, Alabama.

This is a purchase money mortgage.

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

To Have And To Hold the above granted property unto Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements on said

04/04/2008-10999

02:02 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMS

59.50



GNBSC/Dawson Hays

Inst # 2000-10999

real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses 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 sum expended by 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 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned **Margaretha D. Headley and Edward V. Headley**, Husband and Wife,, has or have hereunto set their signature(s) and seal(s), this 3rd day of April, 2000.

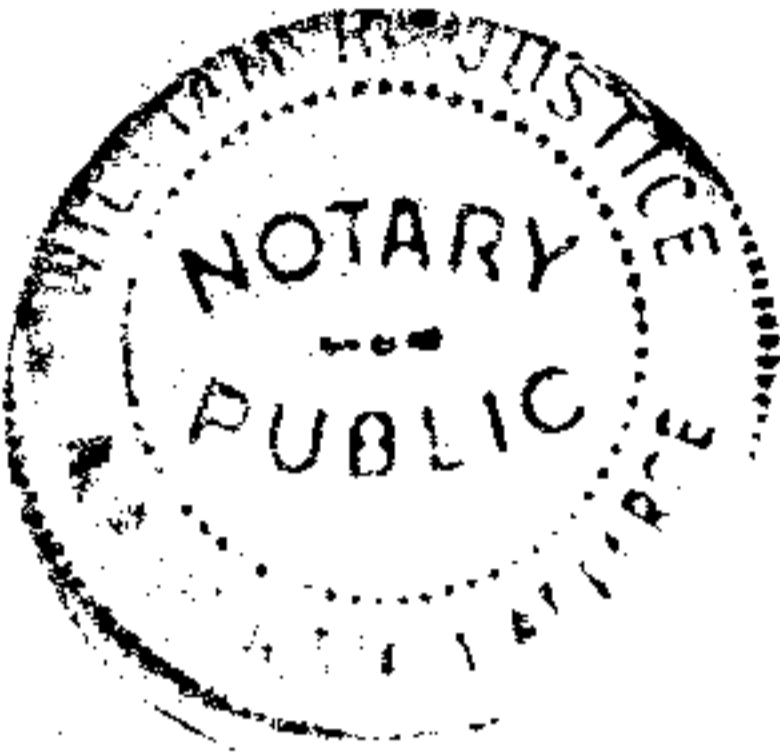

Margaretha D. Headley

Edward V. Headley

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Margaretha D. Headley and Edward V. Headley**, Husband and Wife,, 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 bears date.

Given under my hand and official seal this 3rd day of April, 2000.



William R. Garter
Notary Public

Inst # 2000-10999

04/04/2000-10999

02:02 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 KMS 59.50