

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

(Address) P O Box 822, Columbiana, AL 35051

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sunvalley Cattle, LLC

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

Calvin R. McCarthy and Margaret A. McCarthy

of Sixty One Thousand Six Hundred and no/100 (hereinafter called "Mortgagee", whether one or more), in the sum
(\$ 61,600.00), evidenced by a real estate mortgage note ----- Dollars

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,

Sunvalley Cattle, LLC

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:

See Attached Exhibit "A" for Legal Description

Inst # 2001-04849

02/12/2001-04849
09:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 NMB 109.40

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

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 be subject to foreclosure as now provided by 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 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

Sunvalley Cattle, LLC

have hereunto set his signature and seal, this

Sunvalley Cattle, LLC

9th day of February, 2001

BY: Dewey E. Thornburg, Jr. by Joyce M. Thornburg
Attorney in Fact, under Power of (SEAL)
Attorney recorded in Instrument 1996-06407
in Probate Office of Shelby County, AL (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 Joyce M. Thornburg is signed to the foregoing conveyance as Attorney in Fact
for Dewey E. Thornburg, Jr., Member of Sunvalley Cattle, LLC

~~whose name is signed to the foregoing conveyance~~ and who is known to me acknowledged before me on this day,
that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of February, 2001
My Commission Expires: 10/16/04 Notary Public.

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,
being 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

THIS FORM FROM
MICHAEL T. ATCHISON
ATTORNEY AT LAW
P. O. BOX 822
COLUMBIANA, ALABAMA 35051

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Northwest corner of Section 10, Township 20 South, Range 2 East, Shelby County, Alabama and proceed South 0 degrees 13 minutes 51 seconds West along the West boundary of said Section for a distance of 1815.11 feet to the South right of way of boundary of County Road 449 (Tanyard Road) and to the POINT OF BEGINNING of herein described parcel of land; thence south 66 degrees 12 minutes 55 seconds East along said right of way 277.52 feet; thence South 64 degrees 30 minutes 59 seconds East along said right of way 443.51 feet; thence South 66 degrees 13 minutes 43 seconds along said right of way 306.96 feet; thence South 61 degrees 14 minutes 07 seconds East along said right of way 127.59 feet; thence leaving said right of way proceed South 7 degrees 50 minutes 29 seconds West 373.75 feet; thence South 89 degrees 47 minutes 07 seconds West 999.56 feet to a point on the West boundary of said section; thence North 0 degrees 13 minutes 51 seconds East along said section 861.88 feet back to the POINT OF BEGINNING.

The above described parcel of land is located in the South one-half of the Northwest quarter of Section 10, Township 20 South, Range 2 East, Shelby County, Alabama.

Commence at the Northwest corner of Section 10, Township 20 South, Range 2 East, Shelby County, Alabama and proceed South 0 degrees 13 minutes 51 seconds West along the West boundary of said section for 2676.99 feet to the Southwest corner of the Northwest quarter of said Section 10; thence North 89 degrees 47 minutes 07 seconds East along the South boundary of said Northwest quarter for 999.56 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed North 7 degrees 50 minutes 29 seconds East 373.75 feet to a point on the Southwesterly right of way of County Road 449 (Tanyard Road); thence South 52 degrees 34 minutes 32 seconds East along the right of way of said road for 115.13 feet; thence South 52 degrees 34 minutes 32 seconds East along said right of way for 115.13 feet; thence South 25 degrees 52 minutes 41 seconds East along said right of way for 121.84 feet; thence South 18 degrees 18 minutes 31 seconds East along said right of way for 88.38 feet to the point of intersection with the Southwesterly right of way of said County Road 449 and the South boundary of the Northwest quarter; thence South 89 degrees 47 minutes 07 seconds West along the South boundary of said Northwest quarter for 303.70 feet, back to the POINT OF BEGINNING.

According to the survey of Billy R. Martin, dated July 26, 1999.

Inst # 2001-04849

02/12/2001-04849
09:48 AM CERTIFIED

SHELBY COUNTY JUDGE (F PROBATE

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