

This instrument was prepared by
(Name) Michael 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,

Gregory L. Harrelson and wife, Tonya R. Harrelson
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Raymond Moore, Wilbur H. Moore, Kenneth A. Moore and Jerrell T. Moore

(hereinafter called "Mortgagee", whether one or more), in the sum
of Forty Two Thousand and no/100 ----- Dollars
(\$ 42,000.00), evidenced by a real estate note/mortgage of even date

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,
Gregory L. Harrelson and wife, Tonya R. Harrelson

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.

NOTE:
TIMBER CAN NOT BE HARVESTED WITHOUT WRITTEN PERMISSION FROM ALL MORTGAGE HOLDERS.

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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

Gregory L. Harrelson and wife, Tonya R. Harrelson

have hereunto set OUR signature S and seal, this 17 day of July, 19 2001

Gregory L. Harrelson (SEAL)

Tonya R. Harrelson (SEAL)

(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 Gregory L. Harrelson and Tonya R. Harrelson

whose name a assigned 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 day of July, 19 2001
Notary Public.

THE STATE of Alabama }
COUNTY }

I, Donwa G. McDaniel, 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 17th day of July, 19 2001
Donwa G. McDaniel, Notary Public

Return to:

TO

MORTGAGE DEED

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

EXHIBIT "A"

PARCEL 1:

Beginning at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama and run thence North 02 degrees 10 minutes 03 seconds West along the West line of said quarter-quarter section a distance of 453.53 feet to a two inch open top pipe corner; thence run North 87 degrees 49 minutes 57 seconds East a distance of 435.00 feet to a set rebar corner; thence run North 02 degrees 10 minutes 03 seconds West, a distance of 90.00 feet to a set rebar corner; thence run North 87 degrees 49 minutes 57 seconds East, a distance of 46.00 feet to a set rebar corner; thence run North 02 degrees 10 minutes 53 seconds West a distance of 180.00 feet to a set rebar corner; thence run South 87 degrees 49 minutes 57 seconds West, a distance of 480.99 feet to a set rebar corner on the West line of said quarter-quarter section; thence run North 02 degrees 09 minutes 57 seconds West along said quarter-quarter section line a distance of 607.41 feet to the Northwest corner of said Section 14; thence run South 90 degrees 00 minutes 00 seconds East along the North line of said Section 14 a distance of 1,300.16 feet to a found two inch open top corner that represents the Northeast corner of the Northwest quarter of the Northwest quarter of same said Section 14; thence run South 02 degrees 07 minutes 40 seconds East along the East line of said Northwest quarter of the Northwest quarter of same said Section 14 a distance of 575.82 feet to a one inch open top pipe corner; thence run South 70 degrees 59 minutes 52 seconds West a distance of 433.07 feet to a set rebar corner; thence run South 10 degrees 47 minutes 57 seconds East a distance of 193.35 feet to a fence corner; thence run South 15 degrees 32 minutes 01 second West, a distance of 458.58 feet to a point on the north margin of Night Circle, a dirt surfaced Prescriptive Right of Way public road; thence run North 72 degrees 23 minutes 51 seconds West along said margin of said road a distance of 175.22 feet to a point; thence run North 80 degrees 20 minutes 58 seconds East along said margin of said road a distance of 187.90 feet to a point; thence run 82 degrees 23 minutes 13 seconds West along said margin of said road a distance of 141.77 feet to a point; thence run South 76 degrees 12 minutes 07 seconds West along said margin of said road a distance of 73.61 feet to a point; thence run along said margin of said road South 70 degrees 45 minutes 42 seconds West a distance of 113.80 feet to a point; thence run South 67 degrees 44 minutes 04 seconds West along said margin of said road a distance of 109.80 feet to a point on the West line of the Southwest quarter of the Northwest quarter of said Section 14; thence run North 02 degrees 09 minutes 56 seconds West along said quarter-quarter section line a distance of 49.17 feet to the point of beginning, containing 29.53 acres, more or less.

According to the survey of Joseph E. Conn, Jr., dated June 28, 2001.

LESS AND EXCEPT PARCEL 2, as described as follows:

EXHIBIT "A"

PARCEL 2:

Beginning at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 14, Township 21 South, Range 2 West, Shelby County, Alabama and run thence North 02 degrees 10 minutes 03 seconds West along the West line of said quarter-quarter section a distance of 453.53 feet to a two inch open top pipe corner; thence run North 87 degrees 49 minutes 57 seconds East a distance of 505.00 feet to a corner; thence run South 01 degree 57 minutes 54 seconds East a distance of 419.68 feet to a point on the North margin of a prescriptive dirt surfaced public road named Night Circle; thence run North 80 degrees 20 minutes 58 seconds West along said margin of said Night Circle a distance of 80.09 feet to a point; thence run 82 degrees 23 minutes 13 seconds West along said margin of said road a distance of 141.77 feet to a point; thence run South 76 degrees 12 minutes 07 seconds West along said margin of said road a distance of 73.61 to a point; thence run along said margin of said road South 70 degrees 45 minutes 42 seconds West a distance of 113.80 feet to a point; thence run South 67 degrees 44 minutes 04 seconds West along said margin of said road a distance of 109.80 feet to a point on the West line of the Southwest quarter of the Northwest quarter of said Section 14; thence run North 02 degrees 09 minutes 56 seconds West, along said quarter-quarter section line a distance of 49.17 feet to the point of beginning, containing 5.04 acres, more or less.

According to the survey of Joseph E. Conn, Jr., dated June 28, 2001.

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