

M O R T G A G E

This instrument was prepared by:

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#17 Office Park Circle
Birmingham, AL 35223

Inst # 2002-13800
03/25/2002-13800 [SHELBY]
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

STATE OF ALABAMA)

COUNTY JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, PAMELA G. HARTFIELD AND HUSBAND RICHARD C. HARTFIELD (hereinafter called "Mortgagors",) are justly indebted, to **MARY ANN WINFIELD** (hereinafter called "Mortgagee") in the sum of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

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, 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 EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

This mortgage is third and junior to that certain mortgage to Flagstar Bank, dated August 16, 2001 and recorded in Instrument #2001-36108 and to SouthTrust Bank, dated September 21, 2001 and recorded in Instrument #2001-53289 and recorded in the Probate Office of Shelby County, Alabama.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. "Sale or Transfer" includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

Pamela G. Hartfield is one and the same person as Pamela Hartfield.

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 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, 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 by hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once becomes 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,

[Handwritten initials/signature]

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 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 therefore; 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 have hereunto set
signature and seal, this the 15th day of March, 2002.

Pamela G. Hartfield (Seal)
PAMELA G. HARTFIELD

Richard C. Hartfield (Seal)
RICHARD C. HARTFIELD

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PAMELA G. HARTFIELD AND HUSBAND, RICHARD C. HARTFIELD whose names 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 the 15th day of March, 2002.

Frank M. Boyer
Notary Public

My Commission Expires: 11/20/2004

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 SHELBY COUNTY JUDGE OF PROBATE
 003 CH 67.00

Pamela Hartfield

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

All of the East 1/2 of the Southwest 1/4 of Section 17, Township 22 South, Range 1 West, lying North of the right-of-way of L & N Railroad, Shelby County, Alabama.

Also an easement sixty (60) feet in width for a right-of-way for a road over and across the SE 1/4 of the SW 1/4 of Section 8 and the E 1/2 of the NW 1/4 of Section 17, Township 22 South, Range 1 West, Shelby County, Alabama; said right-of-way centerline more particularly described as follows: Begin 30 feet West of the intersection of the East line of SE 1/4 of the SW 1/4, Section 8, Township 22 South, Range 1 West and the Shelby County Road Number 42, thence Southwardly meandering along ridge and old logging road in said SE 1/4 of the SW 1/4, Section 8; thence continue Southwardly meandering along ridge and old logging road in the E 1/2 of the NW 1/4 of Section 17, to the North of the NE 1/4 of the SW 1/4 of Section 17, Township 22 South, Range 1 West, Shelby County, Alabama.

P. G. H.
R. C. H.