

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Angelia D. Benefield

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

James C. Viars

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty-seven Thousand and no/100 Dollars----- Dollars
(\$ 27,000.00), evidenced by Promissory Note 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,

Angelia D. Benefield

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:

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein.

THIS IS A PURCHASE MONEY MORTGAGE.

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

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Shelby Cnty Judge of Probate, AL
03/24/2003 16:05:00 FILED/CERTIFIED

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.

.....(SEAL)
Angelia D. Benefield.....(SEAL)
 Angelia D. Benefield.....(SEAL)
(SEAL)

March , 200
Paula Head Notary Public.

....., **Notary Public**

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE -- ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"

20030324000176950 Pg 3/3 60.50
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Begin at the SW corner of the East Half of the SE 1/4 of the NE 1/4 of Section 11, Township 19 South, Range 1 West; thence North 0 Deg. 03' 20" East along the West line of said East 1/2 100.00 feet; thence South 89 deg. 20' East 391.19 feet to the West line of a 25.00 foot easement, thence South 6 deg. 48' West along said easement line 100.58 feet thence South 00 deg. 29' West along said easement line 127.39 feet; thence North 89 deg. 31' West 379.38 feet to the west line of East 1/2 of NE 1/4 of SE 1/4; thence North 0 deg. 29' East 128.59 feet to the point of beginning. Containing 2.00 acres.

Being a part of the East 1/2 of the NE 1/4 of the SE 1/4 and a part of the E 1/2 of the SE 1/4 of NE 1/4 of Section 11, Township 19 South, Range 1 West, and being according to survey of F. W. Meade, Registered Land Surveyor, dated February 5, 1991.

Also, a non-exclusive easement for ingress and egress to and from the above described parcel, and to and from other parcels now or formerly owned by the grantor, Earl Brasher, and to and from Shelby County Highway No. 43, which is also known as the Bear Creek Road, said easement being more particularly designated and described as being a uniform width of 25.00 feet, the center line thereof being described as follows: Commence at the SE corner of the NE 1/4 of SE 1/4 of Section 11, Township 19 South, Range 1 West; thence North 89 deg. 04' West along the South line of same 293.15 feet to the point of beginning of the center line of 25.00 foot easement; thence North 0 deg. 29' East 1,333.87 feet to the South line of the SE 1/4 of NE 1/4 of said Section 11; thence North 6 deg. 48' East 201.97 feet; thence North 36 deg. 47' West 106.56 feet; thence North 4 deg. 01' West, 382.46 feet; thence North 22 deg. 13' West 293.34 feet; thence North 30 deg. 27' West 183.95 feet to the southerly right of way line of Bear Creek Road, and the end of easement. Subject to easements and rights of way of record.

SIGNED FOR IDENTIFICATION:


James C. Viars