SHELBY

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

COUNTY

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

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

Twenty-seven Thousand and no/100 Dollars-----of 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 County, State of Alabama, to-wit: Shelby

> 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.

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 Angelia D. Benefield

have hereunto set	her signature	and seal, this	24th day of	March	, 12 2003.
			1	/ / /	(SEAL)
			Angelia D.	Benefield	(SEAL)
			migeria D.		(SEAL)
					(SEAL)
THE STATE of	ALABAMA				
	SHELBY CO	UNTY			
I, the ur	ndersigned		, a Notar	y Public in and for sa	id County, in said State,
hereby certify that	Angelia D. Ber	nefield			
that being informe	signed to the foregoing ed of the contents of the y hand and official seal	e conveyance S			d before me on this day, day the same bears date. , 12k 2003. Notary Public.
THE STATE of		}			
I,		DUNTY	, a Notary Public in and for said County, in said State,		
being informed of for and as the act	signed to the foregoing	conveyance, and conveyance, he, a	of I who is known to not as such officer and wi day of	ne, acknowledged before	re me, on this day that, uted the same voluntarily , 19
				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	, Notary Public
					Orporation M SSTRACTS M M SSTRACTS

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Return to:

THIS FORM FROM

[awyers Title Insurance (orporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS

Birmingh

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