20030904000591940 Pg 1/4 173.00
Shelby Cnty Judge of Probate, AL
09/04/2003 14:24:00 FILED/CERTIFIED

This instrument was prepared by:

William R. Justice
P. O. Box 1144, Columbiana, Alabama 35051

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Larry L. Bristow and Linda G. Bristow, husband and wife, (hereinafter called "Mortgagor", whether one or more) is/are justly indebted to Margie Lynn Driver Yawn, as Trustee, and Carolyn Edith Yawn Mann (hereinafter called "Mortgagee," whether one or more), in the sum of One Hundred Thousand and no/100 Dollars ($100,000.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor, Larry L. Bristow and Linda G. Bristow, husband and wife, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

> A parcel of land situated in the Northeast quarter of the Southwest quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:
>
> Commence at a 3/8 inch rebar found locally accepted to be the Northwest corner of said quarter-quarter section; thence run East along the North line of said quarter-quarter section for a distance of 379.11 feet to an iron pin set at the point of beginning; thence continue along last course for a distance of 888.52 feet to an iron pin set; thence turn an angle to the right of 87 degrees, 36 minutes, 38 seconds and run in a Southeasterly direction for a distance of 1,009.80 feet to an iron pin set; thence turn an angle to the right of 98 degrees, 18 minutes, 30 seconds and run in a Northwesterly direction for a distance of 932.11 feet to a point; thence turn an angle to the right of 83 degrees, 51 minutes, 44 seconds and run in a Northerly direction for a distance of 912.81 feet to the point of beginning; said parcel of land containing 20.00 acres, more or less. Also, easement as described on Exhibit A.
>
> **This is a purchase money mortgage.**

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 Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured

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as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee 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 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 Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Larry L. Bristow and Linda G. Bristow, husband and wife, has or have hereunto set his/her/their/its signature(s) and seal(s), this 29th day of August, 2003.

Larry L. Bristow

Linda G. Bristow

STATE OF ALABAMA
SHELBY COUNTY General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry L. Bristow and Linda G. Bristow, husband and wife, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 2003.

NOTARY PUBLIC

Notary Public

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EXHIBIT A

A 60 foot easement for ingress and egress and utilities, situated in Sections 17 and 20, Township 21 South, Range 1 East, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows:

Commence at a 3/8 inch rebar found locally accepted to be the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 17; thence run East along the North line of said quarter-quarter section for a distance of 1,267.63 feet to an iron pin set; thence turn an angle to the right of 87 degrees, 36 minutes, 38 seconds and run in a Southeasterly direction for a distance of 544.00 feet to a point; thence turn an angle to the left of 88 degrees, 00 minutes, 00 seconds and run in an Easterly direction for a distance of 30.02 feet to the point of beginning; thence turn an angle to the right of 88 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 625.98 feet to a point; thence turn an angle to the right of 02 degrees, 59 minutes, 42 seconds and run in a Southwesterly direction for a distance of 307.01 feet to a point on a curve to the left, having a central angle of 25 degrees, 40 minutes, 07 seconds and a radius of 520.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 232.96 feet to a point on a reverse curve to the right, having a central angle of 43 degrees, 55 minutes, 07 seconds and a radius 185.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 141.81 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 47.64 feet to a point on a curve to the left, having a central angle of 18 degrees, 18 minutes, 23 seconds and a radius of 150.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 47.93 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 201.55 feet to a point on a curve to the right, having a central angle of 07 degrees, 38 minutes, 50 seconds and a radius of 280.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 37.37 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 363.49 feet to a point on a curve to the left, having a central angle of 98 degrees, 26 minutes, 18 seconds and a radius of 100.00 feet; thence run in a Southwesterly to Southeasterly direction along the arc of said curve for a distance of 171.81 feet to a point; thence run tangent to last stated curve in an Easterly direction for a distance of 491.30 feet to a point on a curve to the right, having a central angle of 59 degrees, 48 minutes, 18 seconds and a radius of 207.12 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 216.19 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 66.51 feet to the North right of way line of Shelby County Highway No. 30 and the end of said easement.