20050208000063200 Pg 1/3 129.50
Shelby Cnty Judge of Probate,AL
02/08/2005 10:26:00 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, Don Borreson and Leigh Borreson, husband and wife, (hereinafter called "Mortgagor", whether one or more) are justly indebted to Larry D. Farr and Jo Ray Farr, (hereinafter called "Mortgagee," whether one or more), in the sum of Seventy-five Thousand and no/100 Dollars ($75,000.00), 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, Don Borreson and Leigh Borreson, 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:

See attached 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 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 Don Borreson and Leigh Borreson, husband and wife, has or have hereunto set his/her/their/its signature(s) and seal(s), this 1st day of February, 2005.

Don Borreson

Leigh Borreson

STATE OF ALABAMA
SHELBY COUNTY General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Don Borreson and Leigh Borreson, 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 1st day of February, 2005.

Notary Public

MIKE T. ATCHISON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
10-16-08

MIKE T. ATCHISON NOTARY PUBLIC

EXHIBIT A

A parcel of land in the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 East. Said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of the Northwest quarter of said section 27; thence S 89° 44' 09" E, along the South line of said sixteenth section, a distance of 351. 99 feet to a 1/2" rebar set, at the point of beginning; thence S 89° 44' 09" E, along the South line of said sixteenth section, a distance of 501.66 feet to a point; thence N 00° 15' 51" E, a distance of 856.25 feet, to a point on the 397' contour of Lay Lake; thence along the 397' contour of Lay Lake the following courses: S 78° 07' 02" W, a distance of 66.75 feet, S 78° 49' 25" W, a distance of 87.00 feet, N 72° 18' 28" W, a distance of 97.92 feet, N 86° 33' 16" W, a distance of 165.05 feet, N 23° 21' 04" W, a distance of 157.75 feet, N 49° 33' 04" W, a distance of 38.90 feet; thence S 00° 15' 51" W, a distance of 1032.07 feet to the point of beginning. The herein described parcel contains 10.0 acres of land.

Also a 30' wide easement for ingress, egress, and utilities being more particularly described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 27; thence S 89° 44' 09" E, along the South line of said sixteenth section, a distance of 451.99 feet to a point; thence S 00° 15' 51" E, a distance of 30.00 feet to a point; thence N 89° 44' 09" W, a distance of 1306.91 feet, to a point on the East end of Crumpton Cemetery Road; thence N 00° 15' 51" W, along the East end of Crumpton Cemetery Road, a distance of 30.00 feet to a point on the South line of the Southwest quarter of the Northwest quarter of said Section 27; thence S 89° 44' 09" E, a distance of 854.92 feet to the point of beginning.