

This Instrument was prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P. O. Box 587
Columbiana, AL 35051

20081113000438650 1/3 \$62.00
Shelby Cnty Judge of Probate, AL
11/13/2008 01:37:55PM FILED/CERT

MORTGAGE

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Brad Langley and wife, Pamela Bradley Langley, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to the **Estate of John D. Glenn, Jr., deceased**, (hereinafter called "Mortgagee", whether one or more), in the sum of **Thirty Thousand and no/100 Dollars (\$30,000.00)**, evidenced by one Real Estate Mortgage or Promissory Note of this date in the amount of \$30,000.00, with no interest until maturity on the unpaid portion thereof at such time, from date, at the rate of 0% per annum, said Thirty Thousand and no/100 Dollars (\$30,000.00) being due and payable as follows: Full amount of Thirty Thousand Dollars (\$30,000.00) due and payable within ninety (90) days from the date hereof, or no later than December 31, 2008 at Ms. Catherine B. Glenn c/o Mr. and Mrs. David Mitchell, 310 Trotters Field Way, Simpsonville, S.C. 29681, or Wallace, Ellis, Fowler & Head, 113 North Main Street, P.O. Box 587, Columbiana, AL 35051, or at such other place or places as the holder of the note may from time to time designate.

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, Brad Langley and wife, Pamela Bradley Langley, and John Langley, 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:

A part of the East 1/2 of the NE 1/4 of Section 26, Township 20 South, Range 1 East; and a part of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 1 East, in Shelby County, Alabama, being more particularly described as follows:

Begin at the NE corner of the NE 1/4 of Section 26, Township 20 South, Range 1 East; thence run South along the East line of said 1/4-1/4 for 1328.71 feet to the SE corner of the NE 1/4 of the NE 1/4 of said Section; thence 90 deg. 01' 14" right run along the South line of said 1/4-1/4 for 38.74 feet to the Northeasterly R/W of Shelby County #61; thence 131 deg. 06' 17" right run Northwesterly along said R/W for 939.15 feet to a curve to the right (having a central angle of 2 deg. 06' 05" and a radius of 5395.04 feet); thence run Northwesterly along said curve and R/W for 197.86 feet; thence 72 deg. 20' 30" right from tangent of said curve, run Northeasterly for 428.71 feet; thence 20 deg. 43' 36" right run Northeasterly for 220.06 feet; thence 39 deg. 36' 50" right run Easterly for 227.11 feet; thence 31 deg. 59' 40" left run Northeasterly for 398.91 feet to the East line of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 1 East; thence 126 deg. 01' 16" right run Southerly for 211.75 feet to the point of beginning. Containing 18.35 Acres.

LESS AND EXCEPT the following described property:

Commence at the SE corner of the NE 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 East; thence run West along the South line thereof for 38.74 feet to the Northeasterly R/W of Shelby County Highway #61; thence 41 degrees 05 minutes 04 seconds right run Northwesterly along said R/W for 723.66 feet; thence 96 degrees 43 minutes 15 seconds right run Northeasterly 170.89 feet; thence 10 degrees 14 minutes 50 seconds left run 106.88 feet to the point of beginning; thence 86 degrees 29 minutes 50 seconds left run 91.30 feet; thence 75 degrees 38 minutes 30 seconds right run Northeasterly for 111.88 feet; thence 20 degrees 57 minutes 30 seconds right run Northeasterly 101.29 feet; thence 83 degrees 25 minutes right run Southeasterly for 207.10 feet; thence 90 degrees 00 minutes right run Southwesterly for 209.0 feet; thence 90 degrees 00 minutes right run Northwesterly for 99.70 feet to the point of beginning.

Also, a 20 foot easement for ingress and egress, the center of which is described as follows:

Commence at the SE corner of the NE 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 East; thence run West along the South line thereof for 38.74 feet to the Northeast R/W of Shelby County Highway #61; thence 41 degrees 05 minutes 04 seconds right run Northwesterly along said R/W for 723.66 feet to the point of beginning; thence 96 degrees 43 minutes 15 seconds right run Northeasterly for 170.89 feet; thence 10 degrees 14 minutes 50 seconds for 106.86 feet to the point of ending.

Mineral and mining rights excepted.

Subject to all easements, restrictions and rights of way of record.

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 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 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, **Brad Langley and wife, Pamela Bradley Langley**, have hereunto set their signatures and seal, this _____ day of October, 2008.

20081113000438650 3/3 \$62.00
Shelby Cnty Judge of Probate, AL
11/13/2008 01:37:55PM FILED/CERT

Brad Langley (SEAL)
Brad Langley

Pamela Bradley Langley (SEAL)
Pamela Bradley Langley

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Brad Langley, husband of Pamela Bradley Langley** whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of October, 2008.

Judy R Davis (SEAL)
Notary Public
My Commission Expires: 10/10/2010

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Pamela Bradley Langley, wife of Brad Langley**, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of October, 2008.

Judy R Davis (SEAL)
Notary Public
My Commission Expires: 10/10/2010