

20100205000036430 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/05/2010 09:01:34 AM FILED/CERT

This instrument was prepared by:
Michael T. Atchison, Attorney At Law, Inc.
PO Box 822
Columbiana, AL 35051

LOAN #: 7710218800

MORTGAGE

STATE OF Tennessee
COUNTY OF Hamilton

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Steve Quarfordt and Tiffany S. Quarfordt, husband and wife, (hereinafter called "Mortgagors", whether one or more are justly indebted to Farm Credit Services of Mid-America, FLCA (hereinafter called "Mortgagee", whether one or more), in the sum of Two Hundred Twenty Five Thousand Dollars and NO/100 (\$225,000.00) evidenced by a real estate mortgage note of even date.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Steve Quarfordt and Tiffany S. Quarfordt, husband and wife, 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:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

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.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. 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 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 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 therefore; 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.



20100205000036430 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/05/2010 09:01:34 AM FILED/CERT

IN WITNESS WHEREOF the undersigned Steve Quarfordt and Tiffany S Quarfordt, have
hereunto set their signature and seal this 22nd day of January, 2010.


Steve Quarfordt


Tiffany S Quarfordt

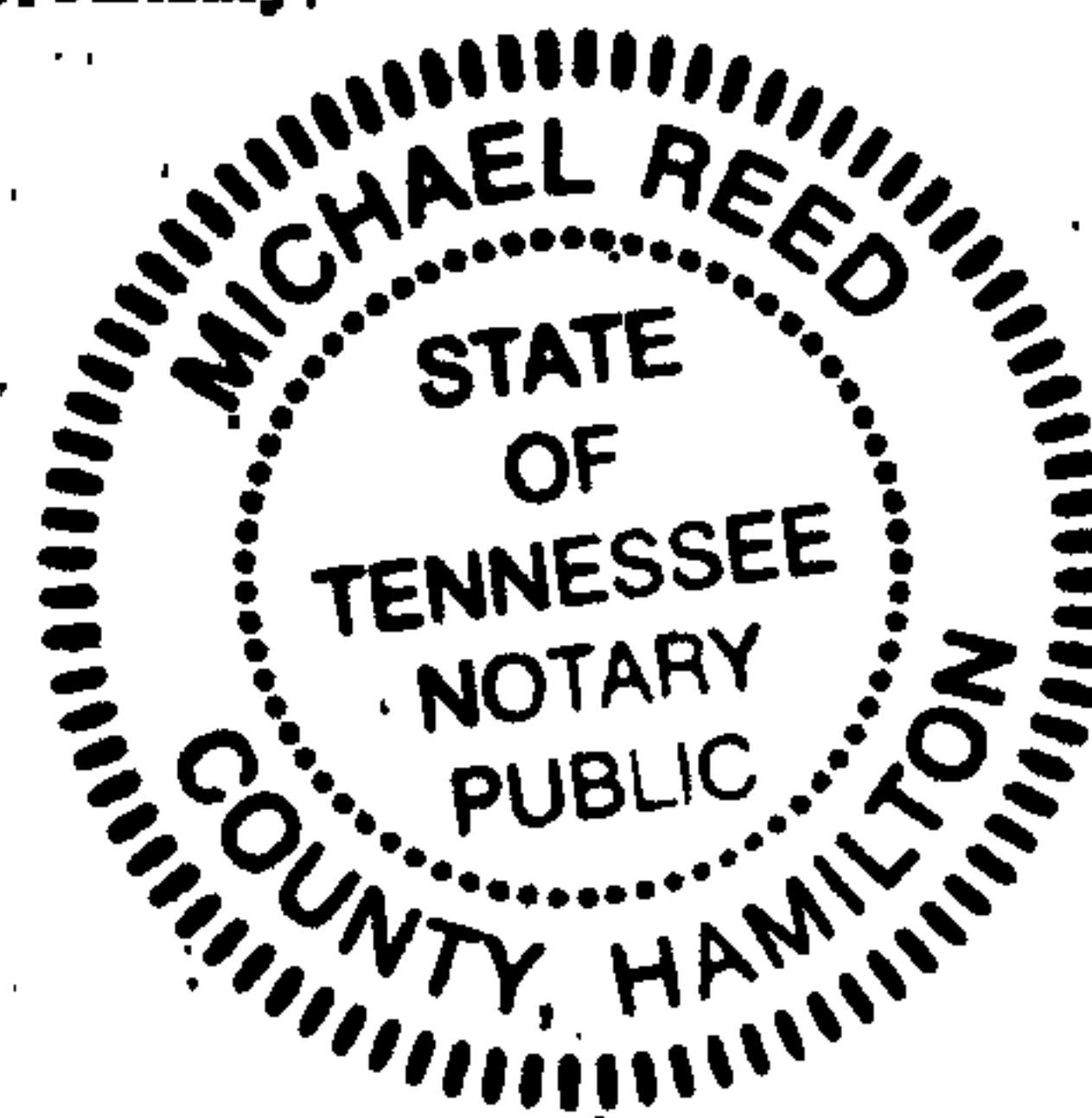
STATE OF Tennessee
COUNTY OF Hamilton

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify
that Steve Quarfordt & Tiffany S Quarfordt those name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of January, 2010.


Notary Public

My commission expires: 12/26/2011





20100205000036430 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/05/2010 09:01:34 AM FILED/CERT

File No.: S-09-17964

EXHIBIT A

PARCEL II:

From a 1/2" rebar at the SW corner of Section 26, Township 18 South, Range 1 East, run thence North 89 degrees 09 minutes 04 seconds East for a distance of 1340.77 feet to a railroad rail at the SW corner of the SE 1/4-SW 1/4 of said Section 26, being the point of beginning of herein described parcel of land; thence continue North 89 degrees 09 minutes 04 seconds East for a distance of 1340.77 feet to a 1/2" rebar at the SE corner of said SE 1/4-SW 1/4; thence North 00 degrees 43 minutes 11 seconds East for a distance of 1314.97 feet to a 1/2" rebar; thence North 01 degree 32 minutes 08 seconds West for a distance of 1291.51 feet to a 1/5" pipe accepted as the NE corner of the NE 1/4- SW 1/4 of Section 26, Township 18 South, Range 1 East; thence South 89 degrees 01 minute 56 seconds West along the accepted North boundary of the SW 1/4 of said Section for a distance of 2002.87 feet to a 1/2" rebar that is North 89 degrees 01 minute 56 seconds East a distance of 690.00 feet from a drill bit accepted as the NW corner of said SW 1/4; thence South 00 degrees 49 minutes 33 seconds East for a distance of 1303.96 feet to a 1/2" rebar; thence North 89 degrees 09 minutes 04 seconds East for a distance of 650.00 feet to a 1/2" rebar; thence South 00 degrees 30 minutes 00 seconds East for a distance of 1297.80 feet to the point of beginning of herein described parcel of land. Situated in the SW 1/4 of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama.

ALSO, Easement of Record

50' non-exclusive easement for ingress and egress along existing Merry Hill Road, description to-wit:
From a 2" capped pipe accepted as the SE corner of the E 1/4-NE 1/4 of Section 35, Township 18 South, Range 1 East, run thence South 88 degrees 12 minutes 01 second West along the accepted South boundary of said E 1/4-NE 1/4 for a distance of 268.53 feet to the point of beginning of the centerline of herein described 50' non-exclusive easement for ingress and egress, said point being on a curve concave right, having a delta angle of 09 degrees 52 minutes 13 seconds and tangents of 134.20 feet; thence a chord bearing of North 07 degrees 12 minutes 21 seconds West for a chord distance of 222.73 feet to the P.C. of a curve concave left, having a delta angle of 06 degrees 24 minutes 00 seconds and tangents of 134.20 feet; thence a chord bearing of North 06 degrees 17 minutes 48 seconds West for a chord distance of 267.98 feet to the P.T.; thence North 09 degrees 29 minutes 48 seconds West along said easement centerline for a distance of 70.14 feet to the P.C. of a curve concave right, having a delta angle of 09 degrees 17 minutes 20 seconds and tangents of 100.00 feet; thence a chord bearing of North 04 degrees 51 minutes 08 seconds West for a chord distance of 199.34 feet to the P.T.; thence North 00 degrees 12 minutes 28 seconds West along said easement centerline for a distance of 110.72 feet to the P.C. of a curve concave left, having a delta angle of 23 degrees 16 minutes 58 seconds and tangents of 100.00 feet; thence a chord bearing of North 11 degrees 50 minutes 57 seconds West for a chord distance of 195.89 feet to the P.T.; thence North 23 degrees 29 minutes 26 seconds West along said easement centerline for a distance of 60.49 feet to the P.C. of a curve concave right, having a delta angle of 22 degrees 10 minutes 03 seconds and tangents of 100.00 feet; thence a chord bearing of North 12 degrees 24 minutes 24 seconds West for a chord distance of 196.27 feet to the P.C. of a curve concave left, having a delta angle of 35 degrees 53 minutes 45 seconds and tangents of 100.00 feet; thence a chord bearing of North 19 degrees 16 minutes 16 seconds West for a chord distance of 190.27 feet to the P.C. of a curve concave right, having a delta angle of 61 degrees 14 minutes 20 seconds and tangents of 114.48 feet; thence a chord bearing of North 06 degrees 35 minutes 58 seconds West for a chord distance of 197.04 feet to the P.T.; thence North 24 degrees 01 minute 12 seconds East along said easement centerline for a distance of 109.33 feet to the P.C. of a curve concave left, having a delta angle of 26 degrees 27 minutes 10 seconds and tangents of 100.00 feet; thence a chord bearing of North 10 degrees 47 minutes 37 seconds East for a chord distance of 194.69 feet to the P.T.; thence North 02 degrees 25 minutes 58 seconds West along said easement centerline for a distance of 216.97 feet to the P.C. of a curve concave right, having a delta angle of 30 degrees 01 minute 25 seconds and tangents of 100.00 feet; thence a chord bearing of North 12 degrees 34 minutes 45 seconds East for a chord distance of 193.17 feet to the P.T.; thence North 27 degrees 35 minutes 27 seconds East along said easement centerline for a distance of 109.45 feet to the P.C. of a curve concave right, having a delta angle of 17 degrees 27 minutes 05 seconds and tangents of 100.00 feet; thence a chord bearing of North 36 degrees 19 minutes 00 seconds East for a chord distance of 197.69 feet; thence North 45 degrees 02 minutes 32 seconds East along said easement centerline for a distance of 114.85 feet; thence North 36 degrees 25 minutes 38 seconds West along said easement centerline for a distance of 131.49 feet to the P.C. of a curve concave left, having a delta angle of 68 degrees 14 minutes 45 seconds and tangents of 100.00 feet; thence a chord bearing of North 70 degrees 33 minutes 00 seconds West for a chord distance of 165.57 feet to the P.T.; thence South 75 degrees 19 minutes 03 seconds West along said easement for a distance of 113.98 feet to the P.C. of

File No.: S-09-17964



20100205000036430 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/05/2010 09:01:34 AM FILED/CERT

a curve concave right, having a delta angle of 09 degrees 28 minutes 40 seconds and tangents of 100.00 feet; thence a chord bearing of South 80 degrees 03 minutes 57 seconds West for a chord distance of 199.32 feet to the P.T.; thence South 84 degrees 48 minutes 17 seconds West along said easement centerline for a distance of 347.71 feet to the P.C. of a curve concave right, having a delta angle of 37 degrees 34 minutes 20 seconds and tangents of 100.00 feet; thence a chord bearing of North 76 degrees 24 minutes 33 seconds West for a chord distance of 189.35 feet to the P.T.; thence North 57 degrees 37 minutes 33 seconds West along said easement centerline for a distance of 98.30 feet to the P.C. of a curve concave left, having a delta angle of 38 degrees 03 minutes 50 seconds and tangents of 100.00 feet; thence a chord bearing of North 76 degrees 39 minutes 18 seconds West for a chord distance of 189.07 feet to the P.T.; thence South 84 degrees 18 minutes 47 seconds West along said easement centerline for a distance of 99.61 feet to the P.C. of a curve concave right, having a delta angle of 25 degrees 30 minutes 55 seconds and tangents of 100.00 feet; thence a chord bearing of North 82 degrees 55 minutes 46 seconds West for a chord distance of 195.06 feet to the P.C. of a curve concave left, having a delta angle of 25 degrees 31 minutes 55 seconds and tangents of 104.03 feet; thence a chord bearing of North 82 degrees 56 minutes 16 seconds West for a chord distance of 202.92 feet to the P.T.; thence South 84 degrees 17 minutes 47 seconds West along said easement centerline for a distance of 611.47 feet to the P.C. of a curve concave right, having a delta angle of 30 degrees 44 minutes 10 seconds and tangents of 100.00 feet; thence a chord bearing of North 80 degrees 20 minutes 08 seconds West for a chord distance of 192.85 feet to the P.T.; thence North 64 degrees 58 minutes 03 seconds West along said easement centerline for a distance of 118.46 feet to the P.C. of a curve concave left, having a delta angle of 35 degrees 04 minutes 20 seconds and tangents of 125.31 feet; thence a chord bearing of North 82 degrees 30 minutes 13 seconds West for a chord distance of 238.97 feet to the P.C. of a curve concave right, having a delta angle of 17 degrees 30 minutes 40 seconds and tangents of 125.31 feet; thence a chord bearing of South 88 degrees 42 minutes 57 seconds West for a chord distance of 247.70 feet to the P.T.; thence North 82 degrees 31 minutes 43 seconds West along said easement centerline for a distance of 231.77 feet to the P.C. of a curve concave right, having a delta angle of 09 degrees 59 minutes 10 seconds and tangents of 103.20 feet; thence a chord bearing of North 77 degrees 32 minutes 08 seconds West for a chord distance of 205.61 feet to the P.C. of a curve concave left, having a delta angle of 26 degrees 09 minutes 40 seconds and tangents of 103.19 feet; thence a chord bearing of North 85 degrees 37 minutes 23 seconds West for a chord distance of 201.03 feet to the P.T.; thence South 81 degrees 17 minutes 47 seconds West along said easement centerline for a distance of 112.35 feet to the P.C. of a curve concave left, having a delta angle of 27 degrees 41 minutes 43 seconds and tangents of 78.79 feet; thence a chord bearing of 67 degrees 26 minutes 55 seconds West for a chord distance of 153.00 feet to the P.C. of a curve concave right, having a delta angle of 25 degrees 55 minutes 23 seconds and tangents of 55.10 feet; thence a chord bearing of South 66 degrees 33 minutes 45 seconds West for a chord distance of 107.39 feet to the P.C. of a curve concave left, having a delta angle of 31 degrees 43 minutes 40 seconds and tangents of 55.11 feet; thence a chord bearing of south 63 degrees 39 minutes 38 seconds West for a chord distance of 106.02 feet to the P.C. of a curve concave right, having a delta angle of 24 degrees 33 minutes 00 seconds and tangents of 89.30 feet; thence a chord bearing South 60 degrees 04 minutes 18 seconds West for a chord distance of 174.51 feet to the P.C. of a curve concave left, having a delta angle of 37 degrees 24 minutes 50 seconds and tangents of 109.11 feet; thence a chord bearing of South 53 degrees 38 minutes 22 seconds West for a chord distance of 206.69 feet to the P.T.; thence South 34 degrees 55 minutes 57 seconds West along said easement centerline for a distance of 106.59 feet to the P.C. of a curve concave right, having a delta angle of 28 degrees 45 minutes 15 seconds and tangents of 100.00 feet; thence a chord bearing of South 49 degrees 18 minutes 34 seconds West for a chord distance of 193.74 feet to the P.T.; thence South 63 degrees 41 minutes 12 seconds West along said easement centerline to a point of termination on the accepted West boundary of the NW ¼ - NW ¼ of Section 35, Township 18 South, Range 1 East.