

This instrument was prepared by

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SECOND MORTGAGE
(With Future Advances Provisions)

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BARBARA ANN THARP and husband, JERRY C. THARP

(herein called "Mortgagor", whether one or more) is justly indebted to

ALBERT L. SCOTT, JR.

(herein called "Mortgagee", whether one or more), in the sum of **FOUR HUNDRED SIXTY
FOUR THOUSAND NINE HUNDRED FORTY THREE and 06/100 DOLLARS-----**
----- **(\$464,943.06)**, evidenced by Mortgage Note executed on even date herewith.

And Whereas, Mortgagor 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 Mortgagor,

BARBARA ANN THARP and JERRY C. THARP

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:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERewith, AS
THOUGH FULLY SET OUT HEREIN.**

**THIS IS A SECOND MORTGAGE, WITH FUTURE ADVANCES PROVISIONS, TO
INCLUDE THE ABOVE REFERENCED LOAN AMOUNT, AS WELL AS ANY FUTURE
ADVANCES MADE BY MORTGAGEE TO MORTGAGOR, SAME OF WHICH SHALL
BE MEMORIALIZED BY SEPARATE WRITTEN INSTRUMENT.**

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 the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing 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; lightening 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 inure 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 sums 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 subject to foreclosure as now provided by the 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 **BARBARA ANN THARP and JERRY C. THARP**, have hereto set their signatures and seals, this 10th day of Feb., 2010.


20100212000043430 2/4 \$717.50
Shelby Cnty Judge of Probate, AL
02/12/2010 10:37:53 AM FILED/CERT

Barbara Ann Tharp
BARBARA ANN THARP

Jerry C Tharp
JERRY C. THARP

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **BARBARA ANN THARP and JERRY C. THARP** whose names are signed to the foregoing Mortgage, and who are known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of Feb., 2010.

[Signature]
Notary Public
My commission expires: 8/13/13



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EXHIBIT A

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West; thence run North 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to the point of beginning; thence run North 88 degrees 28 minutes 41 seconds West a distance of 1500.76 feet; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet; thence run South 6 degrees 33 minutes 53 seconds West a distance of 561.43 feet to a point in the centerline of the Old Mill Road; thence run South 76 degrees 33 minutes 57 seconds East along said centerline, a distance of 284.79 feet; thence run South 76 degrees 22 minutes 46 seconds East, along said centerline; a distance of 222.22 feet; thence run South 75 degrees 21 minutes 56 seconds East along said centerline, a distance of 199.60 feet; thence run South 71 degrees 09 minutes 32 seconds East along said centerline a distance of 68.55 feet, thence run South 66 degrees 52 minutes 11 seconds East along said centerline a distance of 51.73 feet; thence run North 14 degrees 33 minutes 12 seconds East a distance of 2,716.53 feet to the point of beginning.

ALSO:

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West; thence run North 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to a point; thence continue along same course 1500.76 feet to the point of beginning of the property herein described; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet to a point; thence run Northwesterly 2,000 feet, more or less to a point on the North line of Section 10, Township 22 South, Range 3 West 206.00 feet West of the point of beginning of the property, herein described; thence run East along the North line of Section 10, Township 22 South, Range 3 West a distance of 412.00 feet to the point of beginning.

Barbara Tharp
Jerry C Tharp



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