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Shelby Cnty Judge of Probate, AL
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MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MARY B. ARLEDGE and husband, JOSEPH S. ARLEDGE

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

JOSEPH S. ARLEDGE, as Trustee for the Joseph M. Arledge Credit Shelter Trust

(herein called "Mortgagee", whether one or more), in the sum of **NINETY THREE THOUSAND FIVE HUNDRED and 00/100 ($93,500.00) DOLLARS**, evidenced by Promissory Note executed on even date herewith.

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,

MARY B. ARLEDGE and husband, JOSEPH S. ARLEDGE

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:

Commence at a 3-way fence corner locally accepted as the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1, Township 22 South, Range 3 West; thence S 88 degrees 02 minutes 36 seconds East along the locally accepted South line of said quarter-quarter section a distance of 640.71 feet to an iron pin; thence North 00 degrees 05 minutes 40 seconds West a distance of 1319.35 feet to an iron pin on the South right-of-way line of County Road Number 22; thence along said right-of-way line South 88 degrees 02 minutes 13 seconds East a distance of 278.54 feet to the point of beginning; thence continue along said right-of-way line South 88 degrees 02 minutes 13 seconds East a distance of 360.00 feet to a point on the West right-of-way line of County Road No. 16; thence along the last stated right-of-way line South 00 degrees 11 minutes 19 seconds East a distance of 540.00 feet; thence North 88 degrees 02 minutes 13 seconds West a distance of 360.00 feet; thence North 00

degrees 11 minutes 19 seconds West a distance of 540.00 feet back to the point of beginning. Containing 4.46 acres, more or less.

THE LEGAL DESCRIPTION HEREINABOVE REFERENCED WAS OBTAINED FROM SURVEY OF BRAD S. LUCAS (ALABAMA PLS # 23005), DATED MARCH 1, 2006.

THIS IS A FIRST 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 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 **MARY B. ARLEDGE and husband, JOSEPH S. ARLEDGE** have hereto set their signatures and seals, this 23rd day of Feb., 2010.

Mary B. Arledge
MARY B. ARLEDGE

Joseph S. Arledge
JOSEPH S. ARLEDGE

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **MARY B. ARLEDGE and husband, JOSEPH S. ARLEDGE** 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 23rd day of Feb., 2010.

Notary Public
My commission expires: 8/13/13