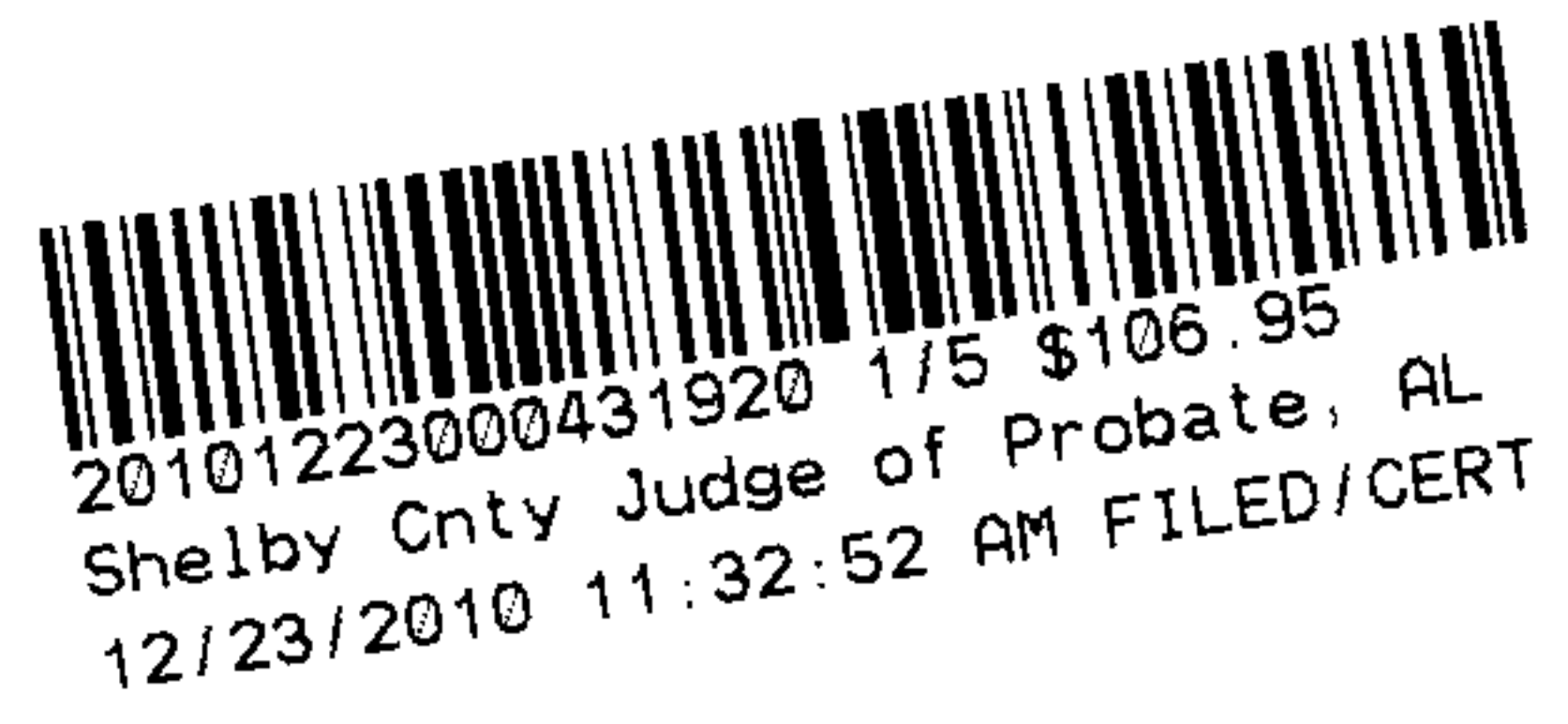


**This Document Prepared By:**

John H. Henson  
Attorney At Law  
4647-E US Hwy 280  
Birmingham, AL 35242

**MORTGAGE**



WHEREAS, Jessica Marsh and Russell Marsh, a married couple, (hereinafter called "Mortgagors," whether one or more) are justly indebted to Phyllis Reed, (hereinafter called "Mortgagee," whether one or more), in the sum of Fifty-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$55,250.00), evidenced by a promissory note of even date herewith and payable according to the terms of said note

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 premise, said Mortgagors, 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 ATTACHED EXHIBIT "A"**

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

This is a purchase money mortgage.


TO HAVE AND TO HOLD the above 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 failed 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 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

A handwritten signature in black ink, appearing to be "JH" followed by a stylized flourish.

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 secure, 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 (21) days' notice, by publishing once a week for three consecutive weeks, the time, the place, and terms of sale, by publication in a newspaper of general circulation in said County and State, sell the same in lots or parcel or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse of said County, 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 have fully matured at the date of said sale, but no interest shall be collected beyond the date of the 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 be the same so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the \_\_\_\_th day of December, 2010

  
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\_\_\_\_\_  
Jessica Marsh

  
\_\_\_\_\_  
Russell Marsh

**[Notary Acknowledgement on Following Page]**



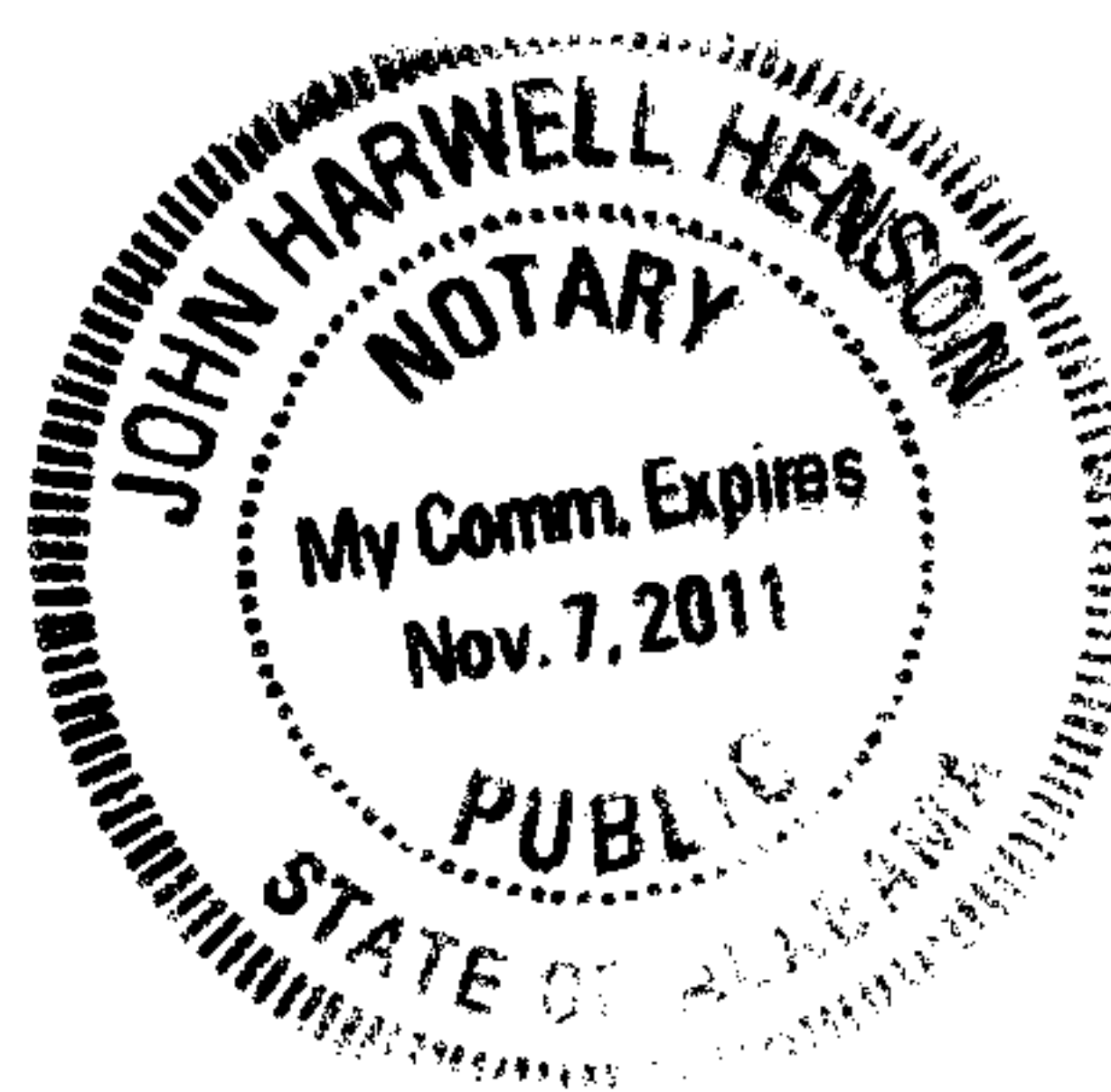
STATE OF ALABAMA )  
 )  
COUNTY OF SHELBY )

On this 17th day of December, 2010, I the undersigned, a Notary Public in and for said county and in said state, hereby certify that Jessica Marsh whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office, this 17th day of December, 2010.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



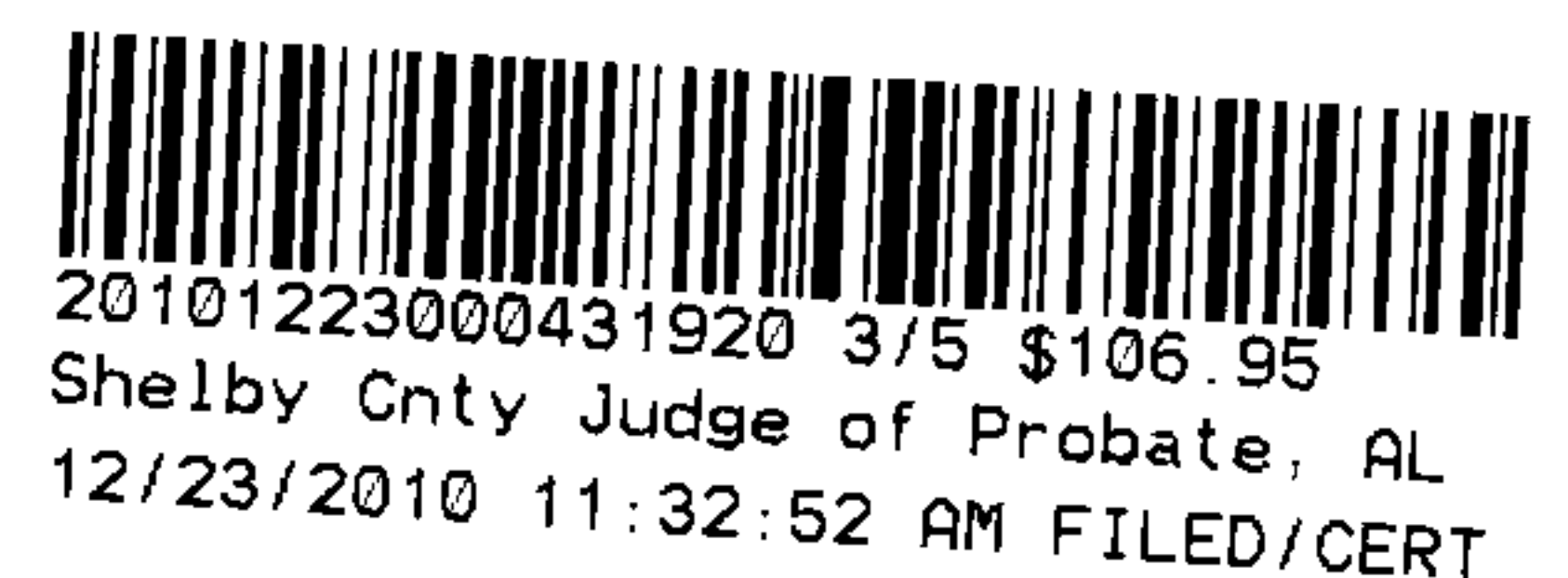
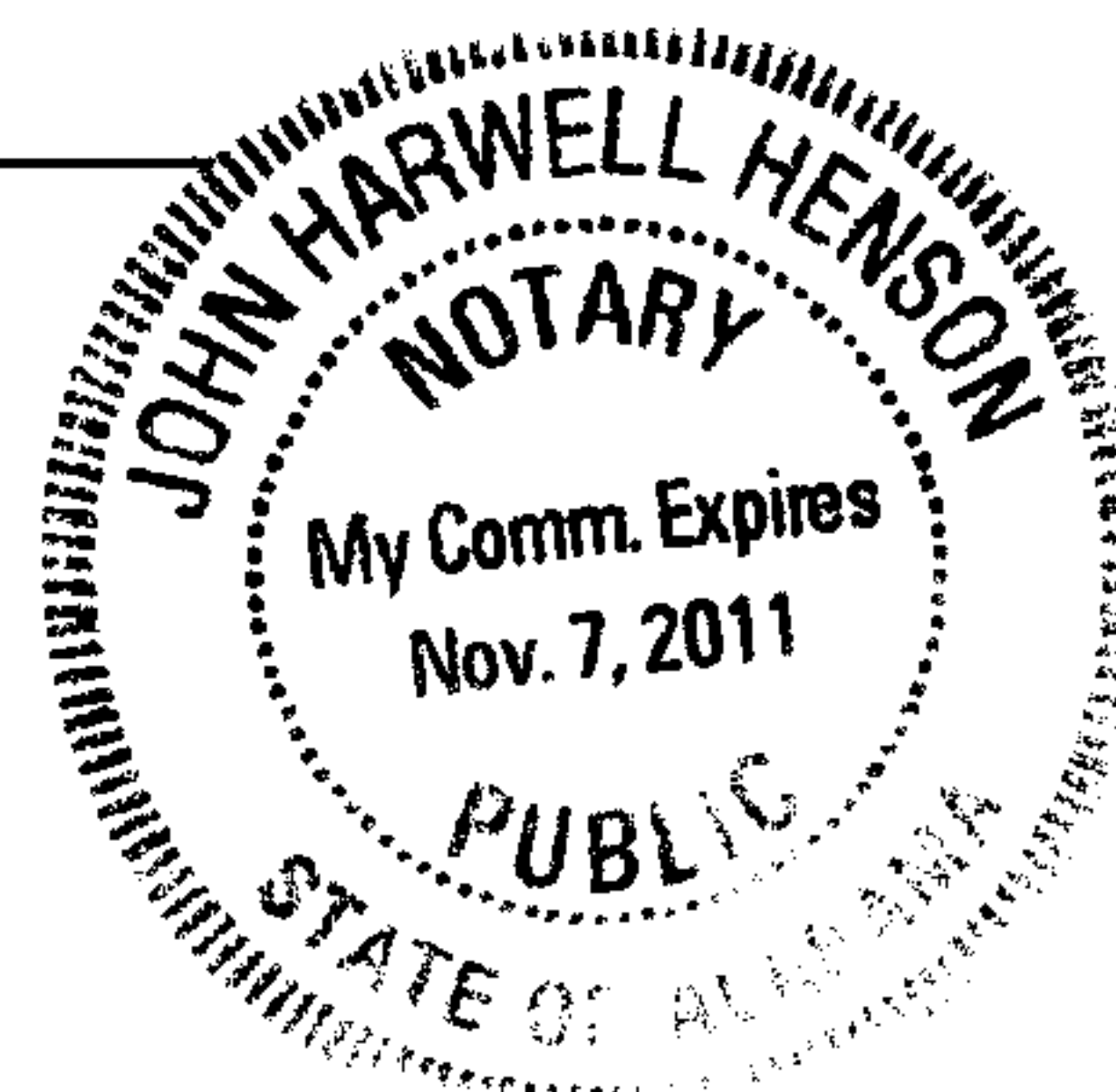
STATE OF ALABAMA )  
 )  
COUNTY OF SHELBY )

On this 17th day of December, 2010, I the undersigned, a Notary Public in and for said county and in said state, hereby certify that Russell Marsh whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office, this 17th day of December, 2010.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





# EXHIBIT "A"

## PARCEL I:

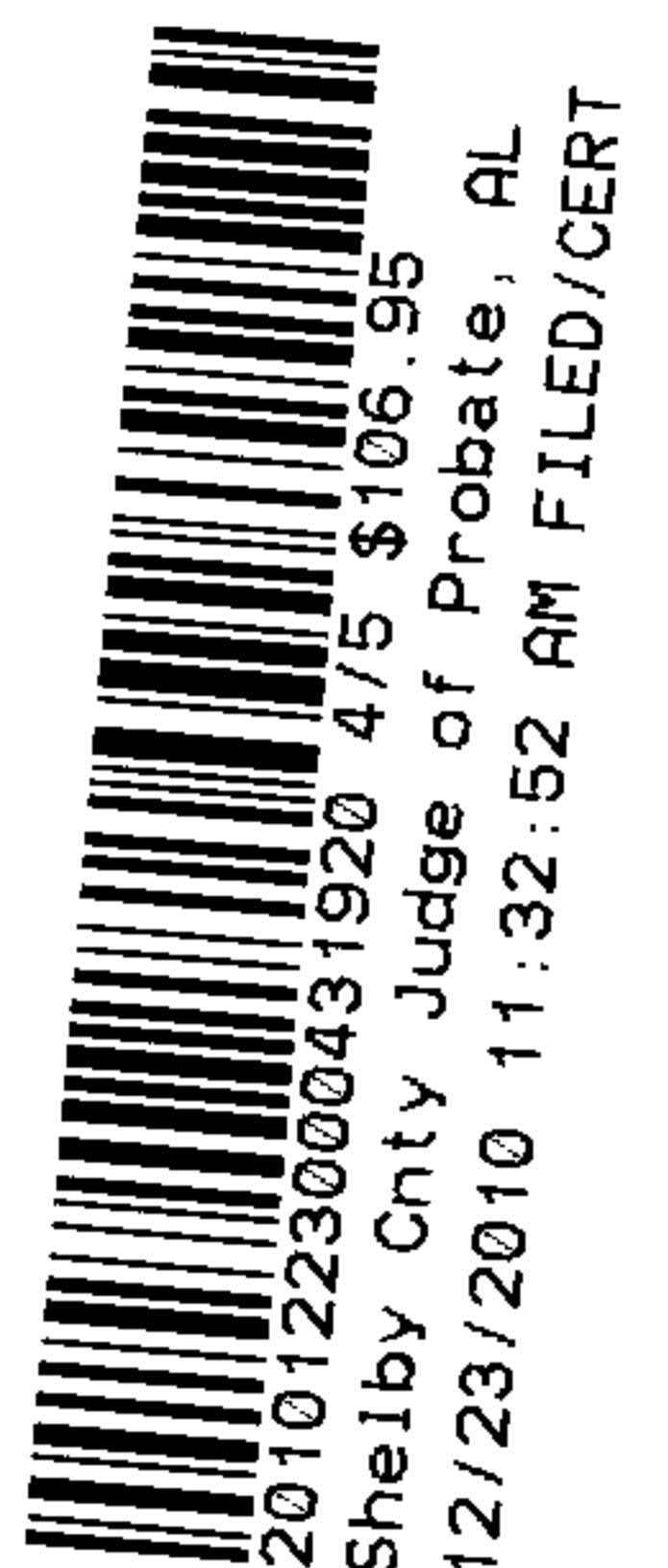
From a #5 rebar at the NW corner of the SW ¼ - NE ¼ of Section 23, Township 19 South, Range 1 West, run thence East along the North boundary of said SW ¼ - NE ¼ a distance of 664.91 feet to a 1/2" rebar, being the point of beginning of herein described parcel of land; thence turn 88°44'41" right and run 419.63 feet to a point in the center of a 60' easement for ingress, egress and utilities, known as Signal Valley Trail and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1996-10930; thence turn 122°12'30" left and run 316.00 feet along said easement centerline; thence turn 61°20'27" right and run 1219.32 feet to a 1/2" rebar; thence turn 119°16'24" left and run 487.68 feet to a 1/2" rebar; thence turn 88°36'21" left and run 665.79 feet to a 1/2" rebar on the East boundary of aforementioned SW ¼ - NE ¼; thence turn 88°35'40" right and run 328.00 feet to a 1/2" rebar at the NE corner of said SW ¼ - NE ¼; thence turn 88°35'33" left and run 664.91 feet along the North boundary of said SW ¼ - NE ¼ to the point of beginning of herein described parcel of land, situated in the SE ¼ - NE ¼, and the SW ¼ - NE ¼ of Section 23, Township 19 South, Range 1 West, Shelby County Alabama. (Tax Parcel #09-6-23-0-000-0022.013)

## PARCEL II:

From a #5 rebar at the NW corner of the SW ¼ - NE ¼ of Section 23, Township 19 South, Range 1 West, run thence East along the North boundary of said SW ¼ - NE ¼ a distance of 664.91 feet to a 1/2" rebar; thence turn 88°44'41" right and run 419.63 feet to a point in the center of a 60' easement for ingress, egress and utilities, known as Signal Valley Trail and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1996-10930, being the Point of Beginning of herein described parcel of land; thence continue along said course and said easement centerline a distance of 400.44 feet to a 1/2" rebar; thence turn 88°56'12" left and run 1332.68 feet to a 1/2" rebar; thence turn 151°55'52" left and run 1219.32 feet to a point in the center of aforementioned 60' easement; thence turn 61°20'27" left and run 316.00 feet along said easement centerline to the Point of Beginning of herein described parcel of land, situated in the SW ¼ - NE ¼ and the SE ¼ - NE ¼ of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama. (Tax Parcel #09-6-23-0-000-002.040)


**Both Parcels together with and subject to the following 60' easement for ingress, egress & utilities, centerline description to-wit:**

From the SW corner of the NE ¼ - NW ¼ of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said NE ¼ - NW ¼ a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55°25'49" left and run 99.24 feet along said easement centerline and the following courses: 06°03'54" left for 104.89 feet; 12°24'30" left for 175.59 feet; 10°38' right for 201.28 feet; 12°54'55" right for 165.02 feet; 05°37'50" left for 265.89 feet; 15°35'30" right for 323.69 feet; 13°58'30" left for 188.54 feet; 06°44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180°00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92°06'49" left and continue along said easement centerline a distance of 64.81 feet and the following courses: 54°49'11" right for 141.23 feet; 12°33'27" left for 110.76 feet; 20°34'50" left for 169.50 feet; 15°05'36" right for 86.16 feet; 36°33'41" right for 166.53 feet; 29°09'29" left for 97.38 feet; 14°44'38" left for 198.02 feet; 16°40'30" left for 276.22 feet; 34°30'41" left for 274.24 feet to a point on the South boundary of the NW ¼ - NE ¼ of aforementioned Section 23; thence turn 02°14'58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65°53'34" and tangents of 100.00 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122°12'30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW ¼ - NE ¼ of Section 23, Township 19 South, Range 1 West; thence turn 180°00' right and run 760.84 feet along said easement centerline; thence turn 57°47'30" left and run 338.44 feet along said easement centerline; thence turn 02°42'42" right and run 588.77 feet to the P.C. of a curve concave left, having a delta angle





of 46°35'43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the P.T.; thence along the tangent centerline a distance of 77.80 feet; thence turn 116°34'50" left and run 68.62 feet along said easement centerline; thence turn 180°00' right and run 211.45 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 17°17'51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the P.T.; thence along the tangent centerline a distance of 301.63 feet to the P.C. of a curve concave left, having a delta angle of 27°09'45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the P.T.; thence along the tangent centerline a distance of 214.77 feet to the P.C. of a curve concave right, having a delta angle of 30°36'35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the P.T.; thence along the tangent centerline a distance of 39.20 feet to the P.C. of a curve concave left, having a delta angle of 27°45'20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the P.T.; thence along the tangent centerline a distance of 308.97 feet; thence turn 154°31'35" left and run 278.49 feet along said easement centerline; thence turn 06°48' right and run 213.47 feet along said easement centerline; thence turn 00°50'46" right and run 321.84 feet along said easement centerline; thence turn 180°00' right and run 321.84 feet along said easement centerline; thence turn 00°50'46" left and run 213.47 feet along said easement centerline; thence turn 06°48' left and run 278.49 feet along said easement centerline; thence turn 09°12' left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE ¼ - SW ¼ of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176.36 feet to the P.C. of a curve concave left having a delta angle of 54°03'57" and tangents of 305.47 feet and a centerline arc distance of 566.76 feet to the P.C. of a reverse curve right, having a delta angle of 74°40'50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the P.T.; thence along the tangent centerline a distance of 719.70 feet to the P.C. of a curve concave left, having a delta angle of 48°19'01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the P.T.; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy. #280 (80' R.O.W.), and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE ¼ - SW ¼ of Section 23, Township 19 South, Range 1 West; tracks in close proximity that certain easement centerline described in Book 184 at Page 89. Said property being situated in Shelby County, Alabama.

  
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