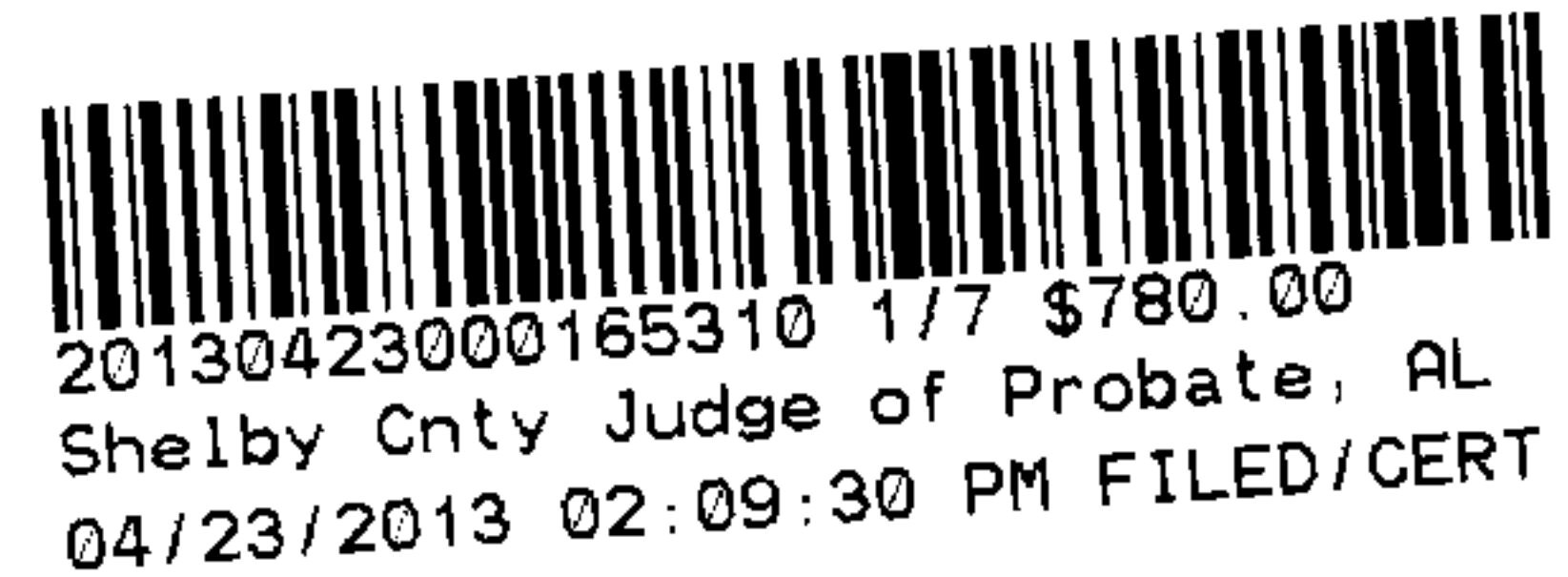


STATE OF ALABAMA)
COUNTIES OF BIBB AND SHELBY)



THIS INDENTURE, made and entered into on this the 18th day of April, 2013, by and between E. FARLEY MOODY, II, whose address is 29921 Bayland Drive, Orange Beach, AL 36561, a married man, hereinafter referred to as Party of the First Part, and MARY LOUISE MOODY, whose address is 805 Timberline Land, Calera, AL 35040, hereinafter referred to as Party of the Second Part.

W I T N E S S E T H:

THAT WHEREAS the said E. FARLEY MOODY, II, is justly indebted to the said Party of the Second Part, in the principal sum of FIVE HUNDRED THOUSAND AND 00/100 Dollars and 00/100 (\$500,000.00) for a first mortgage on the hereinafter described property, said principal indebtedness and penalties as specified in that certain Agreement of even date herewith between the parties hereto respecting Civil Action No. No. DR-2012-0188.00 (HLC) in the Circuit Court of Shelby County, Alabama, which indebtedness is evidenced by said Agreement to be incorporated in the Decree of Divorce respecting said Civil Action, due and payable to the order of the Party of the Second Part, at her respective address, as follows, to-wit:

The sum in the principal amount of \$500,000.00 bearing such penalties and payable at such times as is stated in said Agreement.

NOW THEREFORE in consideration of the premises and \$1.00 (ONE DOLLAR) paid to said Party of the First Part on the delivery of this instrument, and in further consideration of said indebtedness, as evidenced by said Agreement, and to secure the prompt payment of the debt as the same matures and the punctual payment of all other debts that the undersigned may now owe or hereafter make and contract with the said Party of the Second Part during the life of this mortgage, and to secure the faithful performance of all promises and agreements herein written, the said Party of the First Part has granted, bargained and sold and does by these presents grant, bargain, sell and convey unto the Party of the Second Part in fee simple, an undivided one-half interest in and to the following described real estate in the Counties of Bibb and Shelby, State of Alabama, to wit:

BIBB COUNTY:

All of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying between the two rivers and all that part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying between the two Cahaba Rivers and that part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying east of the Big Cahaba River; All that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying south of a certain deep ravine which divides the same forty running from east to west, bearing a little north of west; also all that portion of said forty which lies in the fork between the two rivers; all being in Section 21, Township 24, Range 10 East. Also the W $\frac{1}{2}$ of the NW $\frac{1}{4}$, Section 27, Township 24 North, Range 10 East; also all of the NE $\frac{1}{4}$ of Section 28, Township 24 North,

Range 10 East lying east of the Cahaba River.

TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities over and across the North Half of the Northeast Quarter, of Section 27, Township 24 North, Range 10 East in Bibb County, Alabama, as reflected by that certain deed dated December 20, 2003, and recorded in Real Property Book 128, at Page 224, in the Probate Office of Bibb County, Alabama.

ALSO TOGETHER WITH that certain easement for ingress and egress over an existing road as reserved in that deed dated June 10, 2009, and recorded in Real Property Book 233, at Page 714 et seq., in the Probate Office of Bibb County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

PARCEL I:

All of the NE $\frac{1}{4}$, Section 21, Township 24 North, Range 10 East, containing 160 acres, more or less.

PARCEL II:

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ lying West of the Little Cahaba River, Section 22, Township 24 North, Range 10 East, containing 35 acres, more or less.

PARCEL III:

All of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying between the two Rivers and all that part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying between the two Cahaba Rivers, all that part of the S $\frac{1}{2}$ of SE $\frac{1}{4}$ lying between the Rivers all being in Section 21, Township 24 North, Range 10 East. All mineral rights are excepted to that portion of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ known as Railroad Lands. Containing 50 acres, more or less.

SUBJECT TO the reservation by Frank Machen of mineral rights as reflected in that certain deed dated August 1, 1993, and recorded in Deed Book 123, at Page 114, in the Probate Office of Bibb County, Alabama.

SUBJECT ALSO, HOWEVER, to any and all mineral rights, easements, rights-of-way, restrictions, restrictive covenants, reservations or limitations of record in the Probate Office of Bibb County, Alabama, which affect said property.

IT IS INTENDED BY THE FOREGOING DESCRIPTION OF LANDS TO DESCRIBE ALL OF THE LANDS AND LAND INTERESTS OWNED BY GRANTOR IN BIBB COUNTY, ALABAMA, WHETHER THE SAME ARE CORRECTLY AND FULLY DESCRIBED HEREIN OR NOT.

SHELBY COUNTY:

PARCEL ONE:

The North $\frac{1}{2}$ of the Northeast Quarter of the Southwest Quarter of Section 6, Township 24 North, Range 14 East which lies East of Wally Watson Public Road, located in Shelby County, Alabama.

(Title Source Deed: Instrument #1994-36471; Parcel #34 3 06 0 000 006.003)

PARCEL TWO:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 24, Range 14 East, Shelby County, Alabama, lying East of Wally Watson Road.

SUBJECT TO a nonexclusive and perpetual easement for ingress, egress and utilities as granted in that a certain deed dated May 5, 2005, and recorded as Instrument #20050602000267450 in the Probate Office of Shelby County, Alabama.

(Title Source Deed: Instrument #2000-12602; Parcel #34 3 06 0 000 005.000)

PARCEL THREE:

The following described property lying in Township 24 North, Range 14 East, Shelby County, Alabama:

Section 5 – The portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying south of Buxahatchee Creek.

Section 6 – The portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying south of Buxahatchee Creek.

Section 7 – The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$

Section 8 – The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$.

(Title Source Deed: Instrument #1994-06087; Parcel #34 3 05 0 000 005.002; #34 3 06 0 000 008.001; #34 3 07 0 000 001.000; #34 3 08 0 000 003.000)

PARCEL FOUR:

The following described property located in Township 24 North, Range 14 East, Shelby County, Alabama:

Section 5: All that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying North of Buxahatchee Creek.

Section 6: The South $\frac{1}{2}$ of the NE $\frac{1}{4}$; the North $\frac{1}{2}$ of the SE $\frac{1}{4}$; the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and all that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North of Buxahatchee Creek.

Section 7: The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$.

SUBJECT TO a nonexclusive and perpetual easement for ingress, egress and utilities as granted in that a certain deed dated May 5, 2005, and recorded as Instrument #20050602000267450 in the Probate Office of Shelby County, Alabama.

(Title Source Deed: Instrument #1994-06089; Parcel #34 3 05 0 000 005.001; #34 3 06 0 000 008.000; #34 3 07 0 000 001.001)

PARCEL FIVE:

A part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 10, Township 22 South, Range 2 West, more particularly described as follows: Begin at the Southwest corner of said forty acres and run thence East along the South line of said forty acres a distance of 420 feet to a point; thence run North perpendicular to the South line of said forty acres to the South line of a dirt road; thence run in a Southwesterly direction along the South boundary of said dirt road to the point where said dirt road intersects the West line of said forty acres; thence run South along the West line of said forty acres to the point of beginning, containing 1 $\frac{3}{4}$ acres, more or less, and being the same property conveyed in Deed Book 198, page 181 and Book 297, page 527 in the Probate Office of Shelby County, Alabama.

(Title Source Deed: Instrument #1996-34857 and #Book 297, at Page 527; Parcel #28 2 10 0 001 008.001; #28 2 10 0 001 008.000)

PARCEL SIX:

A tract of land situated in the Southeast Quarter of the Northwest Quarter of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Southeast corner of the Southeast Quarter of Northwest Quarter of Section 15, Township 19 South, Range 2 West; thence run in a westerly direction along the South line of said Quarter Section 121.34 feet to the western right of way of Caldwell Mill Road, which is the point of beginning; thence continue along said course 307.53 feet; thence 62 degrees 41 minutes 35 seconds right 234.17 feet; thence 88 degrees 34 minutes 08 seconds right 204.73 feet to the western right of way of Caldwell Mill Road; thence 62 degrees 49 minutes 37 seconds right along said right of way 386.50 feet to the point of beginning.

ALSO an easement for ingress and egress more particularly described as follows: The paved driveway 9 feet in width running from a point where the northwesterly line of above described property intersects with the southwesterly right of way line of Caldwell Mill Road in a southwesterly direction for a distance of 162 feet, more or less, to a point

where such driveway turns approximately 90 degrees and runs in a southeasterly direction to the northwesterly line of said above described property.

(Title Source Deed: Instrument #1993-22856; Parcel #10 5 15 0 001 054.001)

PARCEL SEVEN:

A tract of land in the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 6, Township 24 North, Range 14 East, and being more particularly described in the Parcels "A" "B" "C" as follows:

PARCEL "A":

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of S 6, T24N, R14E. Beginning at the NE corner of said Section proceed in a Westerly direction along the section line 1322.86' to an iron rod, which is the NW corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle to the left of 89-19' and continue in a Southerly direction 1301.13' to an iron rod which is the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 89-05' to the left and continue in an Easterly direction 1326.09' to an iron rod, which is the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 90-21' to the left and continue in a Northerly direction 1319.04' to an iron rod, which is the NE corner of said section and the point of beginning. Said Parcel containing 39.8 (thirty-nine and eight-tenths acres, more or less).

PARCEL "B":

The South 30' of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, T24N, R14E. Beginning at the SW corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section. Proceed in an easterly direction along the $\frac{1}{4}$ - $\frac{1}{4}$ line 1290.84 feet to an iron rod which is the SE corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn a deflection angle of 90-05' to the left and continue in an Northerly direction along the $\frac{1}{4}$ - $\frac{1}{4}$ line 30.0 feet to an iron rod; thence turn a deflection angle of 89-55' to the left and continue in a Westerly direction 1290.90 feet to an iron rod; thence turn a deflection angle of 90-12' to the left and continue in a Southerly direction along the $\frac{1}{4}$ line 30.0 feet to an iron rod, which is the SE corner of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section and is the point of beginning. Parcel containing .9 (nine-tenths acres more or less).

PARCEL "C"

A part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6, Township 24 North, Range 14 East. Beginning at the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said section parceled in a Westerly direction along the $\frac{1}{4}$ - $\frac{1}{4}$ line 303.21 feet to an iron rod, which is on the East right of way of a paved county road; thence turn a deflection angle of 84-03' to the right and continue in a Northerly direction along the East right of way of said road 30.16 feet to an iron rod; thence turn a deflection angle of 95-57' to the right and continue in an Easterly direction 306.22 feet to an iron rod; thence turn a deflection angle 89-48' to the right and continue in a Southerly direction 30.0 feet to an iron rod; which is the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said section and is the point of beginning. The Parcel contains .2 (two-tenths acres more or less).

(Title Source Deed: Instrument #20090831000334630; Parcel #34 3 06 0 000 001.000)

ALL OF THE ABOVE PARCELS SUBJECT, HOWEVER, to any and all mineral rights, easements, rights-of-way, restrictions, restrictive covenants, reservations or limitations of record in the Probate Office of Shelby County, Alabama, which affect said property.

IT IS INTENDED BY THE FOREGOING DESCRIPTION OF LANDS TO DESCRIBE ALL OF THE LANDS AND LAND INTERESTS OWNED BY GRANTOR IN SHELBY COUNTY, ALABAMA, WHETHER THE SAME ARE CORRECTLY AND FULLY DESCRIBED HEREIN OR NOT.

The references to recorded title source deeds and ad valorem tax parcel numbers are for information purposes only.

The above-described properties are not the homestead of the Party of the First Part or his spouse.

TO HAVE AND TO HOLD the above granted premises with all the rights, improvements and appurtenances thereunto belonging or in anywise appertaining unto the said Party of the Second Part, and unto the heirs and assigns of the Party of the Second Part, in fee simple. And the said Party of the First Part hereby covenants and represents to and with the Party of the Second Part that he is seized of an indefeasible estate in fee simple in and to said property and that the Party of the First Part has a good right to sell and convey the same as aforesaid, that said property is free and clear of all liens and encumbrances; and the said Party of the First Part will forever warrant and defend the title thereto, together with the quiet and peaceable possession thereof, unto the Party of the Second Part, and the successors and assigns of the Party of the Second Part, against the lawful claims and demands of all persons whomsoever.

THIS MORTGAGE IS MADE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND AGREEMENTS, NAMELY:

First: The said Party of the First Part promises and agrees to pay for all lawful costs, charges and expenses, including attorney's fee, incurred by said Party of the Second Part by reason of any proceedings in Court, or otherwise necessary to enforce the provisions hereof, and the same with interest at the rate of seven per cent (7%) per annum, to be fully secured hereby.

Second: The said Party of the First Part promises and agrees to pay all taxes and other lawful charges and assessments which may be imposed upon, or levied against said property before the same becomes delinquent, so long as the debts hereby secured remain unpaid; also to keep the buildings on the above described property insured against loss by fire, and if required against loss by tornado by some insurance company or companies satisfactory to the Party of the Second Part, to their full insurable value, until the indebtedness secured hereby has been fully paid; all policies carried on said buildings shall contain a loss payable or New York standard mortgage clause in favor of the Party of the Second Part, and shall be deposited with Party of the Second Part.

Third: The said Party of the First Part promises and agrees to keep all buildings and other improvements of said real estate in as good condition as at the present time, and if the loan hereby secured is on farm lands, will permit no waste and particularly the cutting and removal of timber therefrom, except for the ordinary and necessary requirements of the farm.

Fourth: In the event of the failure on the part of the said Party of the First Part to pay said taxes and other charges and assessments before the same becomes delinquent, or to keep said buildings insured against loss by fire and tornado as hereinabove recited, the said Party of the Second Part at her option is hereby empowered to pay said taxes, charges and assessments and

insure said property and pay the premiums on said insurance and in either of such events the sums so expended by the Party of the Second Part with interest thereon at the rate of seven per cent (7%) per annum, shall be fully secured hereby; provided, however, that the exercise of this option shall not be filed or construed as a waiver of the default, but this mortgage may also be foreclosed as herein provided.

Fifth: That said principal and penalties, shall bear interest at the rate of seven percent (7%) per annum, from the maturity thereof, and this mortgage shall be security therefor.

Sixth: If said indebtedness aforesaid is paid according to the terms thereof, and if the covenants, conditions and agreements herein set out are kept and fully performed, then these presents shall become null and void; otherwise to remain and be of full force and effect.

Seventh: This mortgage shall stand as security for any other indebtedness owed by the Party of the First Part to the Party of the Second Part up to the date of the cancellation of this mortgage.

Eighth: In the event of failure on the part of the said Party of the First Part to pay said indebtedness, or fulfill the other terms of said Agreement, or to keep and perform each and every covenant, condition and agreement contained herein or at any time thereafter during the continuance of such default, the said Party of the Second Part, her heirs or assigns at her or their option, is hereby empowered to declare all of the debts herein mentioned and hereby secured as immediately due and payable, without notice to the Party of the First Part, whether then due or not, and is authorized through her or their agent or attorney, to enter upon and take possession of said property (or without such possession), to advertise and sell the same and make deed to the purchaser at said sale either in her or their own name as mortgagee, her or their heirs or assigns, or for and in the name and on behalf of the Party of the First Part, acting by and through said mortgagee, her or their heirs or assigns, as her, or their, attorney in fact; said property shall be sold to the highest bidder, for cash in front of the Courthouse door of the respective Bibb and/or Shelby County, Alabama, after advertisement once a week for three successive weeks by notice in some newspaper published in the respective Bibb and/or Shelby County, Alabama, stating the time, place and terms of sale, together with a description of the property to be sold. Said property may be sold either as a whole or in parcels as the Party of the Second part may elect. At such sale the said Party of the Second Part, her or their heirs or assigns, may bid for and become the purchaser of said real estate as though a stranger to this conveyance, and in the event of such purchase, the auctioneer or person crying said sale, or the Probate Judge of said County, is hereby fully empowered to make to said purchaser a good and valid deed thereto and convey the title to said property, either in his/her own name as auctioneer, or Probate Judge, or for and in file name and in behalf of said Party of the First Part. And it is agreed that any irregularity in giving the notice of, or in making said sale, shall not affect the validity thereof, all such irregularities being hereby

expressly waived by the said Party of the First Part.

Ninth: The proceeds derived from said sale or sales shall be applied, first, to the payment of all the costs, or charges and expense of advertising and foreclosing this mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended by the Party of the Second Part by reason of the premises, with interest thereon; third, to the payment of any further or additional debts which said Party of the First Part may owe to the Party of the Second Part at the time of said sale, together with interest thereon; fourth, to the payment of said principal indebtedness, as may be unpaid at the time of said sale, together with all penalties due thereof; and lastly, the surplus remaining, if any, shall be paid over to the Party of the First Part.

Tenth: It is agreed and understood between the parties hereto that in the event said mortgagor should sell or otherwise transfer said property during the lifetime of this mortgage, without first having obtained the written consent of the mortgagee, the debt hereby secured shall become immediately due and payable in default, and the mortgagee is hereby authorized and empowered to foreclose this mortgage in the manner provided herein.

Eleventh: The Party of the First Part reserves the right to prepay this indebtedness.

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on this the day and date first hereinabove written.



E. FARLEY MOODY, II (SEAL)

STATE OF ALABAMA)(I, the undersigned authority a Notary Public in
COUNTY OF BALDWIN)(and for said County and State, do hereby certify that, E.
FARLEY MOODY, II, 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 said conveyance,
he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL this 10th day of April, 2013.

(SEAL)

V.L. Blackwell

NOTARY PUBLIC, State at Large,
Alabama
My commission expires: 12-10-2014

THIS INSTRUMENT PREPARED BY:
VIRGINIA L. BLACKWELL
Attorney at Law
P.O. Box 592
Selma, Alabama 36702-0592