

This instrument was prepared by TOWN-COUNTRY NATIONAL BANK, JESSICA BELL,  
P.O. Box 458, Camden, AL 36726

## TIMBER MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: *THAT WHEREAS,*

**TOTAL FORESTRY SERVICES, INC.**

(WHETHER ONE OR MORE, HEREINAFTER CALLED "MORTGAGOR"), IS JUSTLY INDEBTED TO **TOWN-COUNTRY NATIONAL BANK, P.O. BOX 458, CAMDEN, AL 36726** (WHETHER ONE OR MORE, HEREINAFTER CALLED "MORTGAGEE"), IN THE SUM OF **ONE HUNDRED SEVENTY THOUSAND DOLLARS AND 00/100 (\$170,000.00)**, EVIDENCED BY PROMISSORY NOTE OF EVEN DATE HERewith IN THE ABOVE AMOUNT AND PAYABLE ACCORDING TO THE TERMS OF SAID NOTE.

*AND WHEREAS,* MORTGAGOR MAY HEREAFTER BECOME INDEBTED TO MORTGAGEE IN A FURTHER SUM OR SUMS, AND THIS CONVEYANCE IS MADE FOR THE SECURITY AND ENFORCEMENT OF THE PAYMENT OF BOTH SAID PRESENT AND ANY SUCH FUTURE INDEBTEDNESS; PLUS ANY AND ALL RENEWALS OR MODIFICATIONS OF SAID NOTE.

*AND WHEREAS,* MORTGAGOR AGREED, IN INCURRING SAID INDEBTEDNESS, THAT THIS MORTGAGE SHOULD BE GIVEN TO SECURE THE PROMPT PAYMENT THEREOF WITH INTEREST AND ANY FURTHER SUM OR SUMS FOR WHICH MORTGAGOR MAY HEREAFTER BECOME INDEBTED TO MORTGAGEE; **TOWN-COUNTRY NATIONAL BANK, P.O. BOX 458, CAMDEN, AL 36726.**

*NOW THEREFORE,* IN CONSIDERATION OF THE PREMISES, SAID MORTGAGOR, **TOTAL FORESTRY SERVICES, INC.** 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:

ALL MERCHANTABLE TIMBER LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

*APPROXIMATELY 162 ACRES LOCATED IN PART OF SE ¼ OF NE ¼, PART OF E ½ OF SE ¼ OF SECTION 9; PART OF S ½ OF NW ¼, PART OF NE ¼, PART OF NW ¼ OF SW ¼, PART OF N ½ SE ¼ OF SECTION 10; PART OF W ½ OF NW ¼, PART OF NE ¼ OF NW ¼ OF SECTION 11, ALL IN TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, AL.*

SAID PROPERTY IS WARRANTED FREE FROM ALL INCUMBRANCES AND AGAINST ANY ADVERSE CLAIMS, EXCEPT AS STATED ABOVE.



*TO HAVE AND TO HOLD* the above granted property unto Mortgagee, Mortgagee's successors 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagors agree 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and promptly to deliver said policies, or any renewal of said policies, to Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less costs of collecting same; and all amounts so expended by Mortgagee for taxes, assessments or insurance shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be secured by this mortgage, and shall bear interest from date of payment by Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if Mortgagors pay all indebtedness secured hereby, including future advances, and reimburse Mortgagee or assigns for any amounts Mortgagee 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 Mortgagee or assigns, or should any indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debts hereby secured, then in any one of said events, the whole of the indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as provided by law in case of past due mortgages, and Mortgagee, its 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 day's notice, by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of the 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 expenses of advertising, selling and conveying, including a reasonable attorney's fee not to exceed 15% of the unpaid debt upon default; 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 incumbrances, with interest thereon; Third, to the payment of the indebtedness hereby secured 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 Mortgagors; and the undersigned further agree that Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the undersigned further agree to pay to Mortgagee or assigns, a reasonable attorney's fee not exceeding 15% of the unpaid debt upon default 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


**TOTAL FORESTRY SERVICES, INC.**

HAVE HEREUNTO SET THEIR SIGNATURES AND SEALS THE 13<sup>TH</sup> DAY OF MARCH, 2013.

**TOTAL FORESTRY SERVICES, INC.**



BRAD MITCHELL  
PRESIDENT



20130524000213480 2/2 \$29.00  
Shelby Cnty Judge of Probate, AL  
05/24/2013 09:38:39 AM FILED/CERT

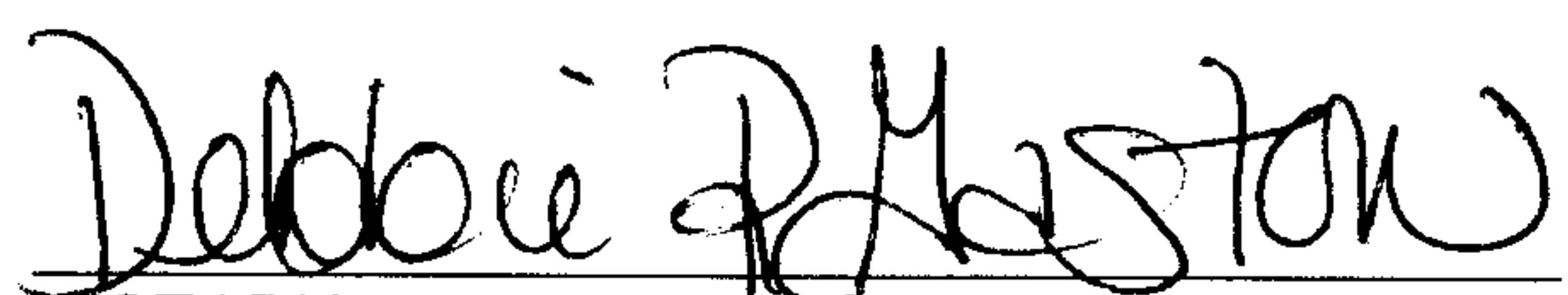
THE STATE OF ALABAMA  
COUNTY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT

BRAD MITCHELL

WHOSE NAME AS PRESIDENT OF TOTAL FORESTRY SERVICES, INC., A CORPORATION, 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 THE CONVEYANCE, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 13<sup>TH</sup> DAY OF MARCH, 2013.



NOTARY PUBLIC

MY COMMISSION  
EXPIRES: MY COMMISSION EXPIRES MARCH 1, 2015