After recording, return recording information to: 2015 62101702.

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

Omaha, NE 68164-1010			
DEV/MIN	SPACE VG CREDIT MO	ABOVE THIS LINE FOR	RECORDER'S USE
	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
THIS MORTGAGE CONTAINS A DUE-ON-SALI AGREEMENT WHICH PROVIDES FOR A REVO	LVING LINE OF CR	EDIT AND MAY CONT	AIN A VARIABLE RATE
THIS MORTGAGE ("Security Instrument") is CLAUDE FARLEY LAVETT JR and VICKI T LAVETT	made on	February 23, 2015	, The Grantor is
Husband and Wife	* <b>*</b>		
("Borrower"). The Mortgagee is Avadian Credit	Union		, a corporation
organized and existing under the laws of Alaba	ma		whose address is
1 Riverchase Parkway South Hoover, AL 35244	······································	······································	("Lender").
		, , , , , , , , , , , , , , , , , , ,	( Leficei ).
WHEREAS, Borrower is indebted to Lender a	s described in this	aragraph;	
TO SECURE to Lender: (1) The repayment of all indebtedness du	in and to hocomo	dua randon the towns	manada mananalikkiman attati
(1) The repayment of all indebtedness du LOANLINER Home Equity Plan Credit Ag	greement and Truth	-in-Lendina Disclosures	and conditions of the made by Borrower and
dated the same day as this Security	Instrument, and al	modifications, amend	iments, extensions and
renewals thereof (herein "Credit Agreem	ent"). Lender has a	greed to make advance	s to Borrower under the
terms of the Credit Agreement, which ac	dvances will be of a	revolving nature and n	nay be made, repaid and
remade from time to time. Borrower an Security Instrument. The total outstand	ding principal balar	ite a series of advance	s to be secured by this
Agreement (not including finance charge	es thereon at a rati	eve owing at any one which may vary from	time to time and any
other charges and collection costs which	ch may be owing fr	om time to time under	the Credit Agreement)
shall not exceed Five Hundred Thousand	and 00/100	······································	
(¢¢ EOO OOO OO ) That are is referred		4	
(\$ \$ 500,000.00 ). That sum is referred Credit Agreement as the Credit Limit. On	to nerein as the ivia	IXIMUM Principal Baland	e and referred to in the
Instrument, the entire indebtedness unde	r the Credit Anreem	ent if not naid parliar	is due and naushio
(2) The payment of all other sums advance	ed in accordance he	rewith to protect the	security of this Security
instrument, with finance charges thereo	n at a rate which ma	av varv as described in	the Credit Agreement
(3) the bettermance of Borrower's covenar	nts and agreements	under this Security In	strument and under the
Credit Agreement.			
BORROWER does hereby mortgage, grant as hereof, the following described property local	nd convey to Lende	r, with power of sale u	pon breach of the terms
morour, and romoving described property roca	ned in the County o	ONELDI	, State of Alabama:
SEE ATTACHED SCHEDULE "A" FOR LE	GAL DESCRIPTION		-
which has the address of	1174 CR	OSSCUT ROAD	
	(Stre	et)	**************************************
ALABASTER	, Alal		ein "Property Address");
(City)		(Zip Code)	
© CUNA MUTUAL GROUP, 1991, 11, ALL RIGH	ITS RESERVED		EAL906-e
	xxxxxxx720-6	6 NMLS ID 5410	093 1 of 6

nstrument is on a leasehold) are hereinafter referred to as the "Property."  Complete if applicable:  This Property is part of a condominium project known as
This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium oroject. This Property is in a Planned Unit Development known as

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,

appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this

Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

xxxxxx720-66

EAL906-e

2 of 6

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which

has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause

therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

xxxxxx720-66

EAL906-e

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit

Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Security

Instrument at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of

the homestead exemption as to all sums secured by this Security Instrument.

18. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give

notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

XXXXXX720-66

EAL906-e

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by

paragraph 22 hereof. 22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date not less than ten days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in <a href="SHELBY">SHELBY</a> County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (i) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all events of default under this Security Instrument and the Credit Agreement; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 21.

24. Release. This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall discharge this Security Instrument, and until the written discharge is delivered to Borrower, this Security Instrument shall remain in full force and effect. To the extent permitted by law, Lender may charge Borrower a fee for the discharge and require Borrower to pay costs of recordation, if any.

25. Waiver of Dower and Curtesy. Borrower hereby relinquishes all right of dower and curtesy in the Property.

which has priorit	d Lender request the holder of any yover this Security Instrument to giurity Instrument, of any default under the control of t	ve Notice to L	ender, at Lende	er's address set f	forth on page
BY SIGNING Instrument and ir	BELOW, Borrower accepts and agree any rider(s) executed by Borrower and	ees to the termed recorded with	ns and covena th it.	nts contained in	this Security
Signed, sealed ar	d delivered in the presence of:				
X	The first the second se				
	CLAUDE FARLEY LAVETT JR	(Seal)			
X 1/1/201	J- Borrower	· · · · · · · · · · · · · · · · · · ·			
	WARREN TO A LARGE TO	(Seal)			•
X	VICKIT LAVETT Borrower				
		(Seal)			
X	Borrower				
	······································	(Seal)	•		
	Borrower		•		
, the unders	DE FARLEY LAVETT JR and VICKI T LA	_ County ss:	a Notary Publ	ic in and for said	state, hereby
. <del>************************************</del>					
before me on the	are signed to the foregoing connis day that, being informed of the day the same bears date.				acknowledged ted the same
Given under	my hand and seal of office this the	23	day of	February	2015
My Commission	expires: 4-5-10	*****	All	Allin	
	wan managed by Wal Edie Caedy	•	No	tary Public	
ins instrument	was prepared by VALERIE COSBY	Name	of Preparer		

**xxxxxx720-66** 

•

Constitutional of human management and purely according to the contract of the constitution of the constitution of the contract of the contrac

EAL906-e

6 of 6

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE

UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

## SCHEDULE A

## 20150306000070170 03/06/2015 01:46:13 PM MORT 7/7

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING OLD RAILROAD RAIL BEING THE LOCALLY ACCEPTED NE CORNER OF SAID SECTION 9, RUN IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 660.51 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE TURN AN ANGLE TO THE LEFT OF 93 DEGREES 01 MINUTES 59 SECONDS AND RUN IN A SOUTHERLY DIRECTION OF 300.00 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE TURN AN ANGLE TO THE LEFT OF 86 DEGREES 58 MINUTES 11 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 661.12 FEET TO AN EXISTING REBAR SET BY WEYGAND AND BEING ON THE EAST LINE OF SAID SECTION 9; THENCE TURN AN ANGLE TO THE LEFT OF 93 DEGREES 08 MINUTES 43 SECONDS AND RUN IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID SECTION 9 FOR A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 120.05 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 02 MINUTES 25 SECONDS AND A RADIUS OF 177.76 FEET; THENCE TURN AN ANGLE TO THE RIGHT TO THE TANGENT OF SAID CURVE 94 DEGREES 42 MINUTES 26 SECONDS AND RUN ALONG THE ARC OF SAID CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 77.69 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG TANGENT OF SAID CURVE

FOR A DISTANCE 32.81 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 23 DEGREES 30 MINUTES 17 SECONDS AND A RADIUS OF 362.80 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 148.83 FEET: THENCE RUN ALONG THE TANGENT TO SAID CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 49.45 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 48 SECONDS AND A RADIUS OF 190,25 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 54.50 FEET; THENCE RUN ALONG THE TANGENT OF SAID CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 18.83 FEET TO A POINT ON THE WEST LINE OF SAID SECTION; THENCE TURN AN ANGLE TO THE RIGHT OF 155 DEGREES 54 MINUTES 15 SECONDS AND RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 361.91 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

## DERIVATION CLAUSE:

BEING THE SAME PREMISES CONVEYED TO CLAUDE FARLEY LAVETT, JR. AND VICKI T. LAVETT, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM JAMES V. THOMAS, III AND LISA R. THOMAS, HUSBAND AND WIFE BY WARRANTY DEED DATED 11/26/2003, AND RECORDED ON 12/4/2003, DOCUMENT # 20031204000786220, IN SHELBY COUNTY, AL.



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 03/06/2015 01:46:13 PM \$33.00 CHERRY 20150306000070170

Jung 3