

STATE OF ALABAMA)
JEFFERSON COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned,

Forrest W. Frost

(hereinafter called the Mortgagor) has become justly indebted to

Larry B. Frost,

(hereinafter called the Mortgagee)

in the principal sum of **TWO HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (\$250,000.00)**, evidenced by promissory note, or notes, as follows:

One mortgage note of even date herewith in the principal sum of \$250,000.00 with interest from date payable in accordance with the terms of said note.


NOW, THEREFORE, in consideration of said indebtedness, and any additional indebtedness owing by the Mortgagor to the Mortgagee prior to the full payment of the indebtedness herein secured and to secure the prompt payment of the same and each installment thereof, the said Mortgagor, **Forrest W. Frost**, does hereby grant, bargain, sell and convey unto the said mortgagee the following described real estate, to-wit:

Parcel I (One-half interest)

Begin at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West for point of beginning; thence run Westwardly along the South line of said 1/4 1/4 Section for a distance of 690.15 feet; thence turn an angle to the right of 90 deg. 00 min. for a distance of 114.07 feet; thence turn an angle to the right of 90 deg. 00 min. for a distance of 301.22 feet, more or less, to the centerline of a stream; thence run in a Southeasterly direction along said centerline of said stream for a distance of 435.0 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

Parcel II (One-half interest)

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West; thence run Westerly along the South line of said 1/4 1/4 Section for a distance of 1,030.79 feet to the Easterly right of way line of U. S. Highway 280; thence turn an angle to the right of 85 deg. 33 min. 05 sec. to the tangent of a curve and run in a Northwesterly direction along said right of way line along a curve to the left having a central angle of 2 deg. 10 min. 16 sec. and a radius of 3,820.11 feet for a distance of 14.11 feet; thence turn an angle to the right of 94 deg. 51 min. 43 sec. as measured from the chord of said curve if extended for a distance of 228.0 feet to the point of beginning; thence continue along last described course for a distance of 72.0 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. for a distance of 100.0 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. for a distance of 72.0 feet; thence turn an angle to the left of 90 deg. 00 min 00 sec. for a distance of 100.0 feet to the point of beginning; being situated in Shelby County, Alabama.


20160602000188970 1/3 \$395.00
Shelby Cnty Judge of Probate, AL
06/02/2016 10:30:27 AM FILED/CERT

Parcel III (One-fourth interest)

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West; thence run Westerly along the South line of said 1/4 1/4 section for a distance of 1,030.79 feet to the Easterly right of way of U. S. Highway 280, thence turn an angle to the right of 85 deg. 33 feet 05 in. to the tangent and run in a Northwesterly direction along said right of way line along a curve to the left having a central angle of 2 deg. 10 feet 16 in. and a radius of 3,820.11 feet for a distance of 14.11 feet to the point of beginning, thence continue along the arc of a curve to the left having a central angle of 1 deg. 57 feet 34 in. and a radius of 3,820.11 feet for a distance of 130.64 feet; thence turn an angle to the right of 96 deg. 24 feet 27 in. as measured from tangent if extended and run Easterly and parallel to the South line of said 1/4 1/4 section for a distance of 240.83 feet; thence turn an angle to the right of 90 deg 00 feet 00 in. for a distance of 130.00 feet; thence turn an angle to the right of 90 deg. 00 feet 00 in and run Westerly and parallel to and 14.07 feet North of said 1/4 1/4 line for a distance of 228.0 feet to the point of beginning. Containing 30,474.72 square feet more or less.

The said Mortgagor covenants with the said Mortgagee and the successors and assigns of the Mortgagee, that the Mortgagor will warrant and defend the title to said property against the lawful claims of all persons.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and assigns the Mortgagee forever.

And to further secure the payment of said indebtedness and any other sums owing by the Mortgagor to the Mortgagee prior to the full payment of the indebtedness hereby secured, the Mortgagor does hereby agree:

1) To pay all taxes and assessments legally imposed upon said premises, and should default be made in the payment thereof the Mortgagee shall have the option to pay the same;

Upon condition, however, that if Mortgagor shall pay said note, or notes, or reimburse Mortgagee for any amounts expended for taxes, assessments and insurance and interest thereon, and any other sums owing by the Mortgagor to the Mortgagee prior to the full payment of the indebtedness hereby secured, then this conveyance to be null and void; but should default be made in the payment of any sum secured hereby, or should said note, or notes, or any part or installment thereof, or the interest thereon, or any additional indebtedness owing by the Mortgagor to Mortgagee prior to the full payment of the debt hereby secured, remain unpaid at maturity, or should the enforcement of any prior lien or encumbrances thereon be commenced, then, in any one of said events, all of said indebtedness secured hereby shall at once become due and payable, and this mortgage subject to foreclosure, and the

Mortgagee, or the agents or assigns of the Mortgagee, are authorized, with or without taking possession of the premises, after giving notice by publication once a week for three (3) successive weeks of the time, place, and terms of sale, together with a description of the property to be sold, by publication in some newspaper published in said County, sell the same in bulk and as a whole, or in parcels, at option of Mortgagee, or assigns, in front of said Courthouse of said County at public outcry to the highest bidder, for cash, and apply 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 be necessary to expend, in paying insurance, taxes, assessments or other encumbrances, with interest thereon; third, to payment of said note, or notes, or any other indebtedness owing by the Mortgagor to the Mortgagee, 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 the sale; and fourth, the balance, if any, be turned over to Mortgagor or assigns. And the Mortgagor hereby authorizes and empowers the Mortgagee, or assigns or personal representatives of the Mortgagee or the person acting as auctioneer at foreclosure sale, to execute and deliver in the name of the Mortgagor, a good and sufficient deed and conveyance to said property or any part thereof to the purchaser or purchasers at foreclosure sale.

The Mortgagee, or agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and should this mortgage be foreclosed in equity a reasonable attorney's fee therefore shall be included as a part of the debt hereby secured.

Witness my hand and seal, this 7 day of April, 2003.

Forrest W. Frost
Forrest W. Frost

I, Jacqueline Hill, the undersigned, a Notary Public, in and for the said County and State, hereby certify that Forrest W. Frost, 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 the foregoing conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 7th day of April, 2003.

Jacqueline Hill
Notary Public

My Commission Expires: _____

JACQUELINE HILL
Notary Public, AL State at Large
My Comm. Expires Nov. 7, 2005

20160602000188970 3/3 \$395.00
Shelby Cnty Judge of Probate, AL
06/02/2016 10:30:27 AM FILED/CERT