

This instrument was prepared by TOWN-COUNTRY NATIONAL BANK, ASHLEY BIGGS,
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 **TWO HUNDRED SIXTY-ONE THOUSAND DOLLARS AND 00/100 (\$261,000.00)**, 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:

SEE ATTACHED EXHIBIT A


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 SEVICES, INC.


20170228000067990 2/9 \$430.50
Shelby Cnty Judge of Probate, AL
02/28/2017 08:25:53 AM FILED/CERT

HAVE HEREUNTO SET THEIR SIGNATURES AND SEALS THE 15TH DAY OF FEBRUARY 2017

TOTAL FORESTRY SERVICES, INC.



BRAD MITCHELL
PRESIDENT

THE STATE OF ALABAMA


Wilcox 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 15th DAY OF FEBRUARY 2017



NOTARY PUBLIC

MY COMMISSION
EXPIRES: MY COMMISSION EXPIRES SEPT. 26, 2018

EXHIBIT A

Southeast 1/4	35	21 South	4 West
Southeast diagonal 1/2 of the Southwest 1/4	35	21 South	4 West
Northeast 1/4	36	21 South	4 West
Northwest 1/4 of the Northwest 1/4	36	21 South	4 West
South 1/2 of the Northwest 1/4	36	21 South	4 West
South 1/2, EXCEPT 4 acres in the Northeast corner of the Southeast 1/4 of the Southeast 1/4	36	21 South	4 West

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land one hundred (100) feet in width which lies within the N 1/2 of Section 19 and the N 1/2 of Section 36, all being in Township 21 South, Range 4 West, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the west boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 deg. 28 min. and run South 67 deg. 39 min. 00 sec. East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 67 deg. 39 min. 00 sec. East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 deg. 30 min. and runs South 69 deg. 09 min. 00 sec. East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.



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Township 22 South, Range 4 West

Northeast 1/4 of the Southwest 1/4	1	22 South	4 West
Thirty-two acres in the Southeast 1/4 of the Northwest 1/4 lying east of Brady Kitchens Road and south of the Boothton-Dogwood Road	1	22 South	4 West

EXHIBIT A CONTINUED

Northwest 1/4

1 22 South 4 West


North 1/2 of the Northwest 1/4

1 22 South 4 West

LESS AND EXCEPT the following two parcels of land:

i.) Begin at the southwest corner of the NE 1/4 of the NW 1/4 of Section 1, thence east for a distance of 7.00 chains (462 feet) to the point of beginning; thence North 15 deg. East for 5.50 chains (363 feet); thence North 8 deg. East for 6.80 chains (448.8 feet); thence North 89 deg. East 1.84 chains (121.44 feet); thence North 65 deg. East for 4.00 chains (264 feet); thence South 13 deg. East for 1.70 chains (112.2 feet); thence South 20 deg. East for 3.75 chains (247.5 feet); thence South 31 deg. West for 4.60 chains (303.6 feet); thence South 30 deg. East for 4.00 chains (264 feet) to the south line of the NE 1/4 of the NW 1/4; thence West along said forty line 10.14 chains (669.24) to the point of beginning of excepted parcel.

ii.) Begin at the point of beginning of the above described parcel i; thence East for 10.14 chains (669.24 feet); thence South 82 deg. West for 10.50 chains (693 feet); thence North 4 deg. East 2.24 chains (147.84 feet) to the point of beginning of excepted parcel, situated in the SE 1/4 of the NW 1/4 of said Section 1, Township 22 South, Range 4 West


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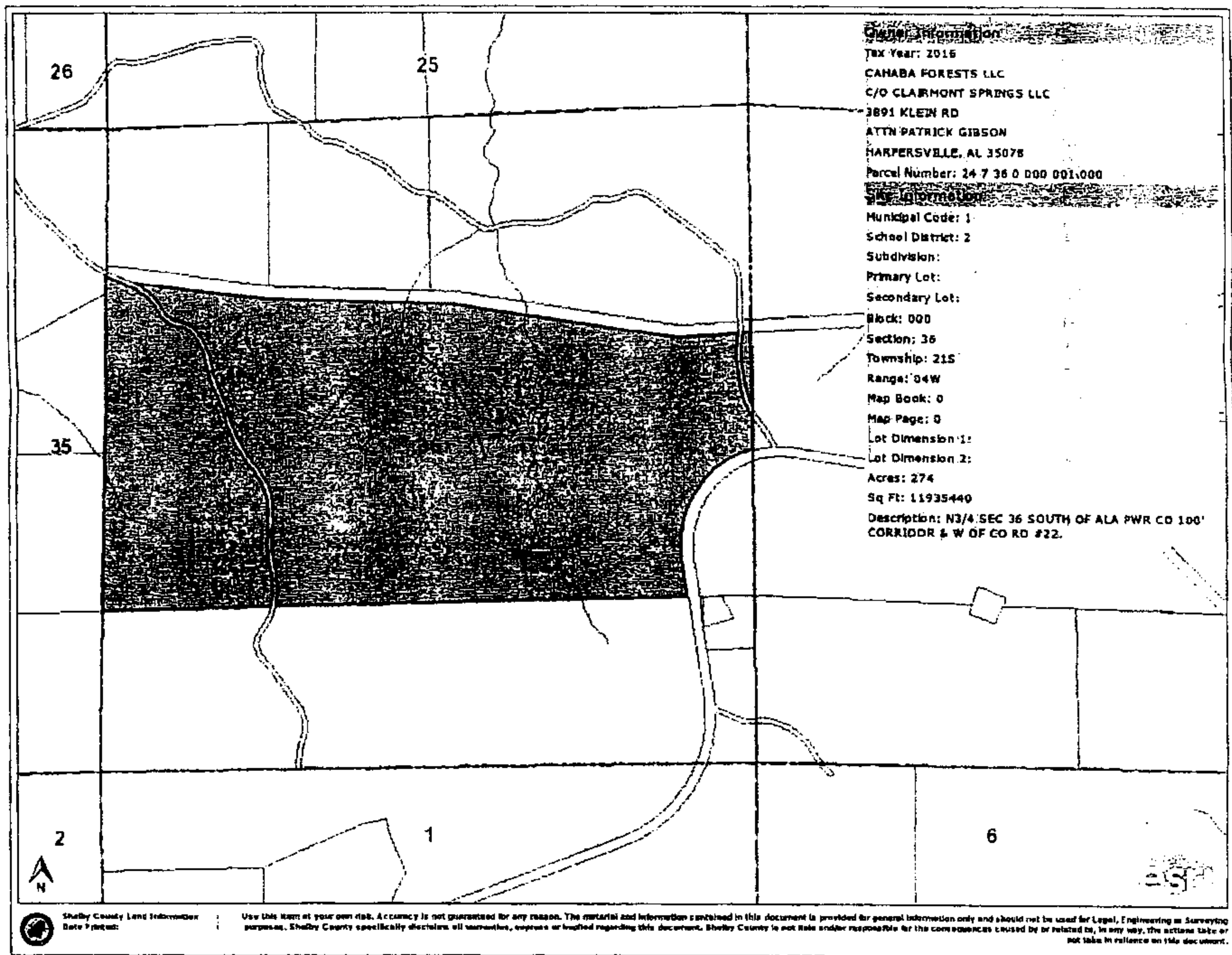
LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), described as follows: Begin at the Southwest corner of said quarter-quarter, the point of beginning, and run East along the South boundary line of said quarter-quarter for 482.13 feet; thence turn an angle to the left of 77 degrees 47 minutes 43 seconds and run Northeast for 341.78 feet; thence turn an angle to the left of 01 degree 18 minutes 52 seconds and run Northeast for 448.80 feet; thence turn an angle to the left of 124 degrees 26 minutes 48 seconds and run Southwest for 686.79 feet to a point on the West line of said quarter-quarter; thence turn an angle to the left of 65 degrees 20 minutes 30 seconds and run South along the West boundary line of said quarter-quarter for 500.39 feet to the point of beginning, containing 7.9131 acres.

Being that property described in deed from Cahaba Forests, LLC to Macedonia South Baptist Church dated October 29, 2002, and recorded as Inst. #20021115000570660, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

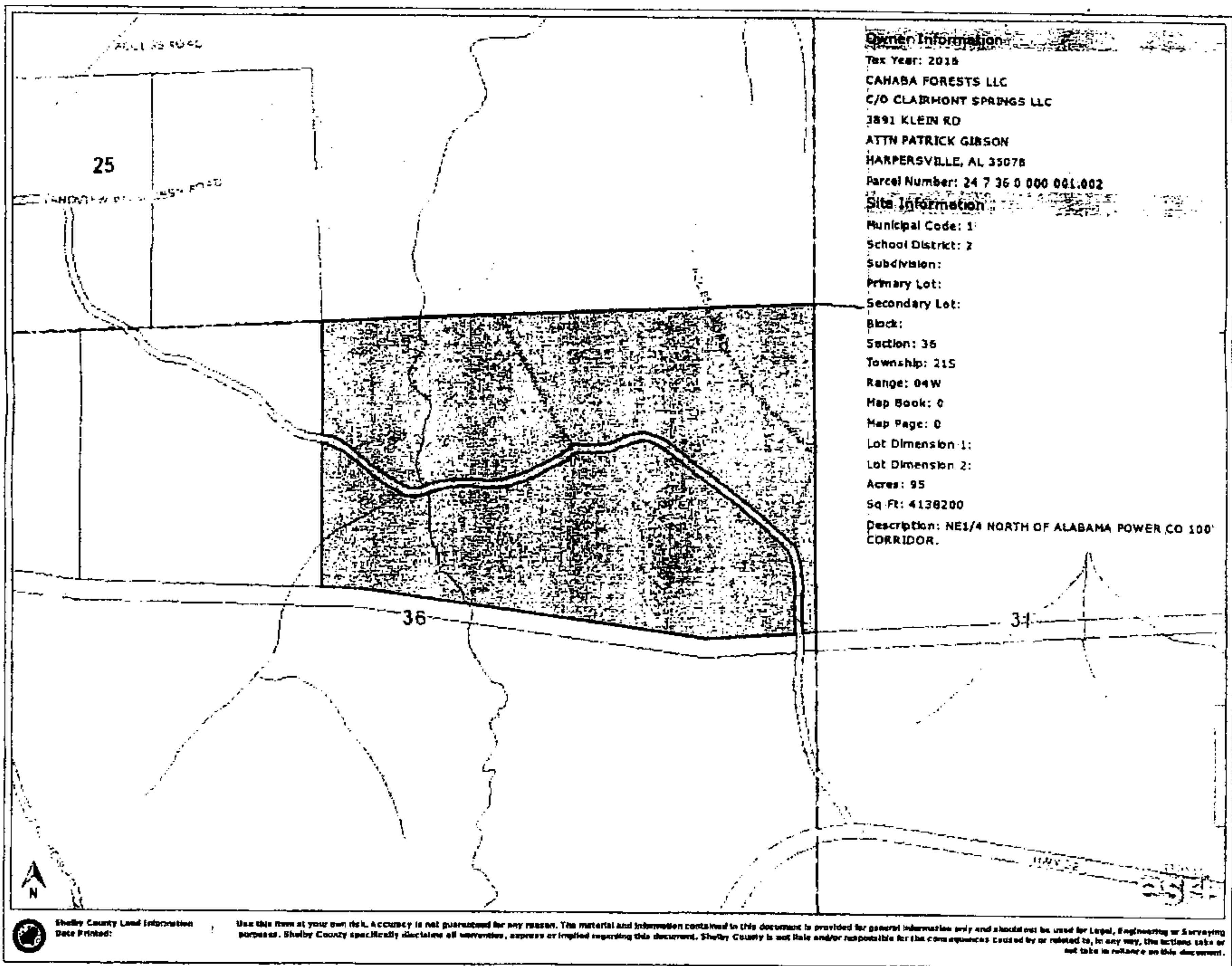
Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 1, Township 22 South, Range 4 West; thence run East along the South line of the Northeast 1/4 of the Northwest 1/4 for 482.13 feet to the point of beginning; thence turn an angle to the left of 77 deg. 47 min. 43 sec. and run Northeast for 341.78 feet; thence turn an angle to the left of 01 deg.



Parcel ID # 58-24-07-36-0-000-001.000



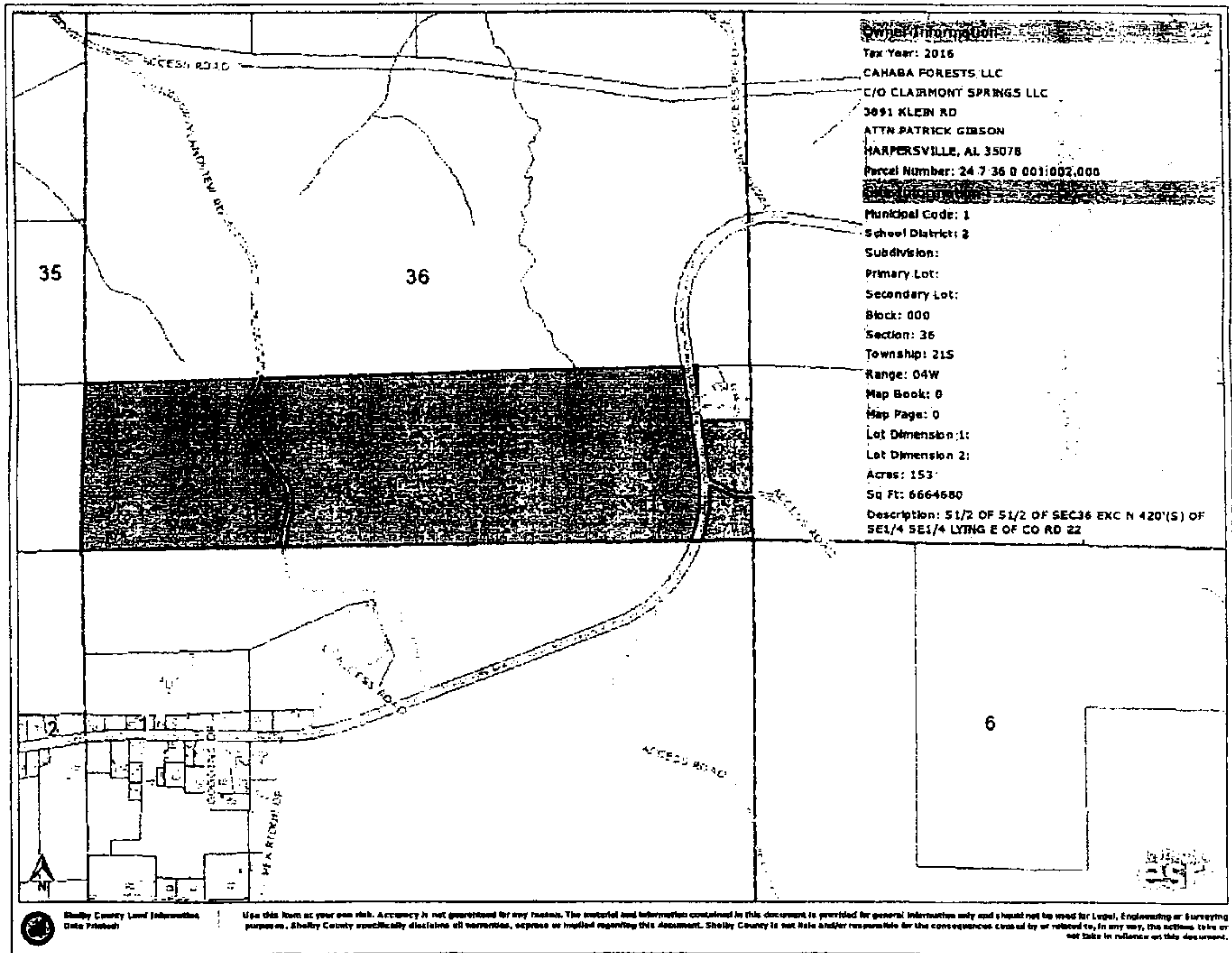
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Parcel ID #58-24-07-36-0-000-001.002

Assessed \$171,000
Taxes: 242.70

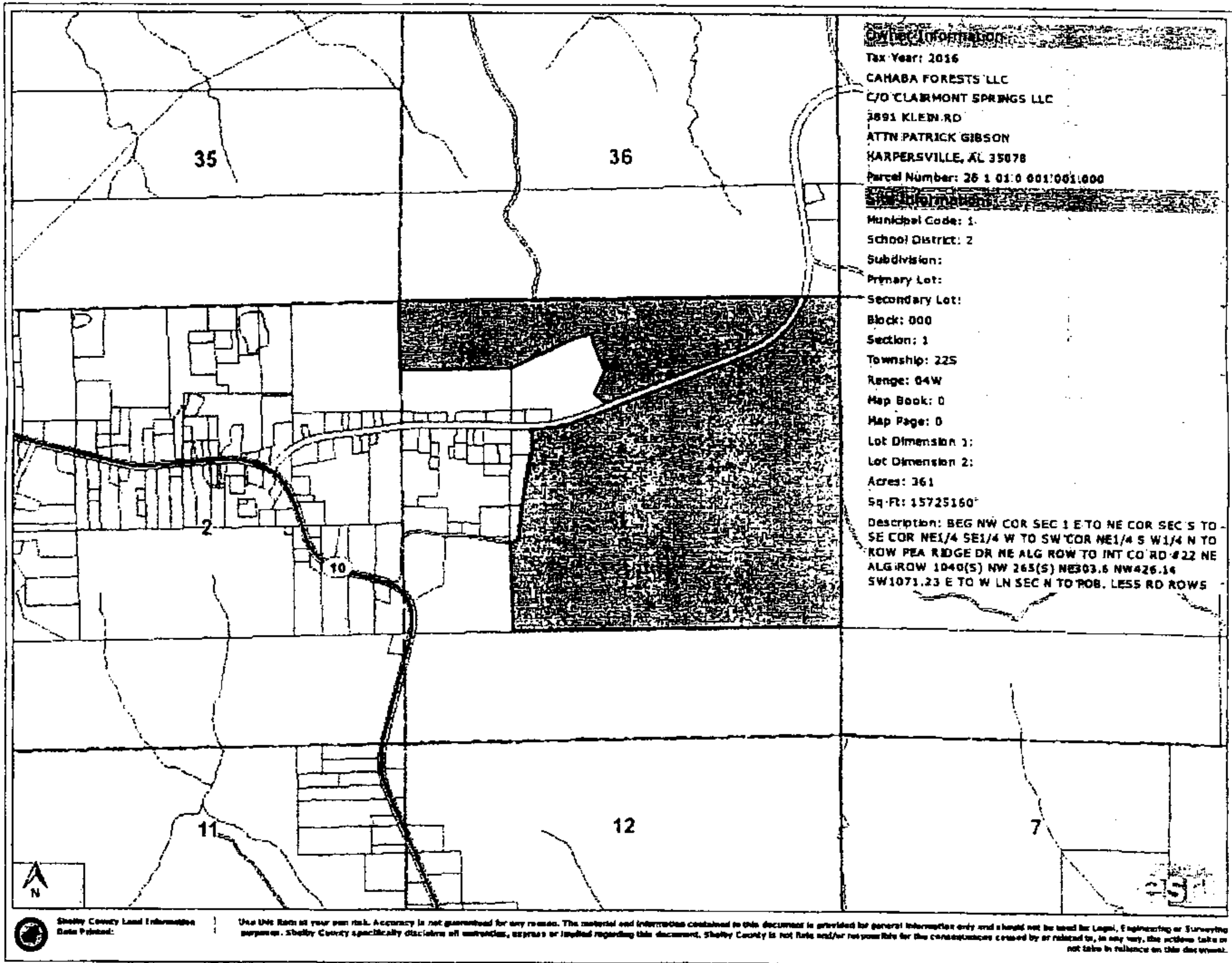
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Parcel ID# 58-24-07-36-0-001-002.000



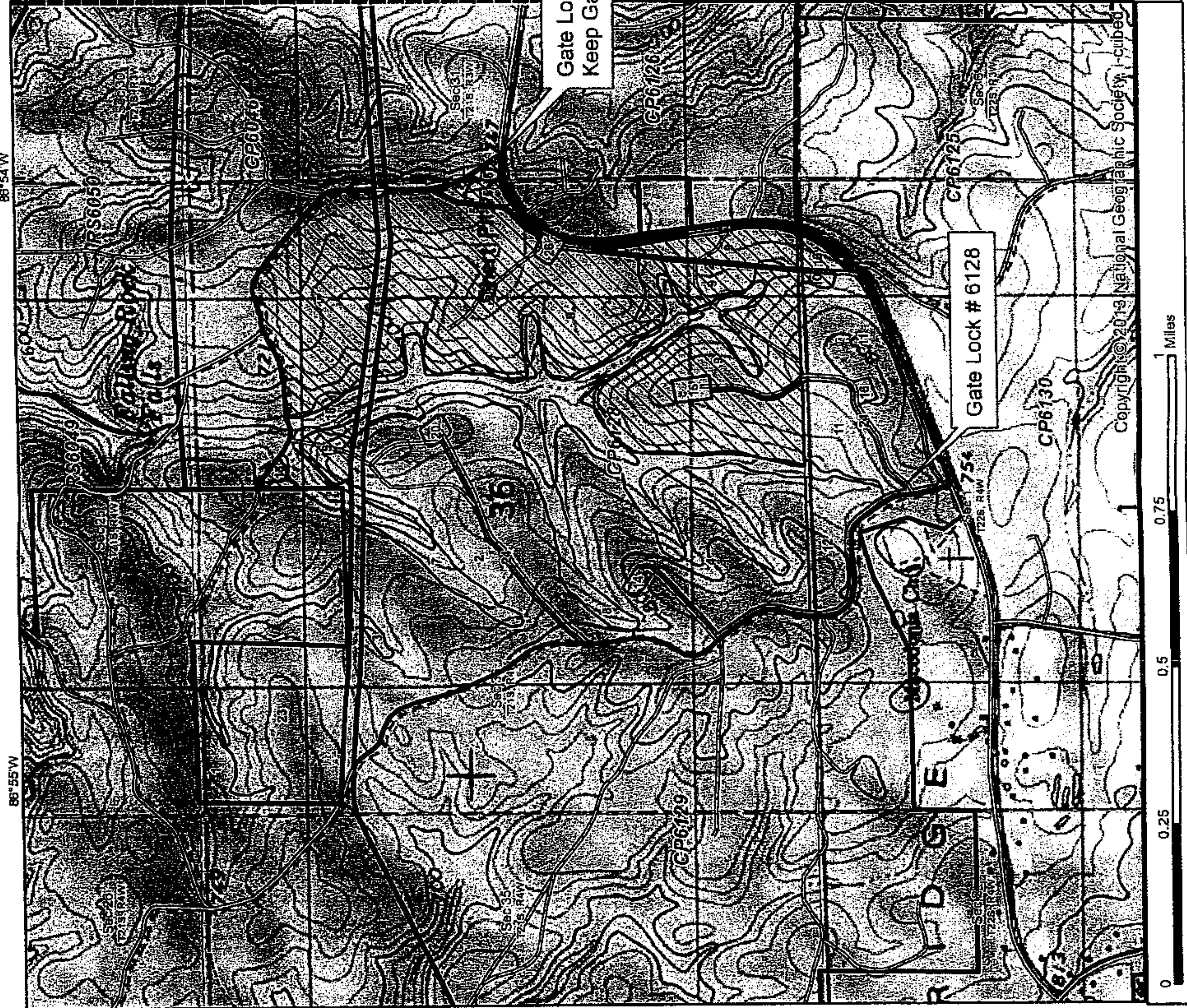
20170228000067990 7/9 \$430.50
 Shelby Cnty Judge of Probate, AL
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Parcel ID* 58-26-01-01-D-001-001.000



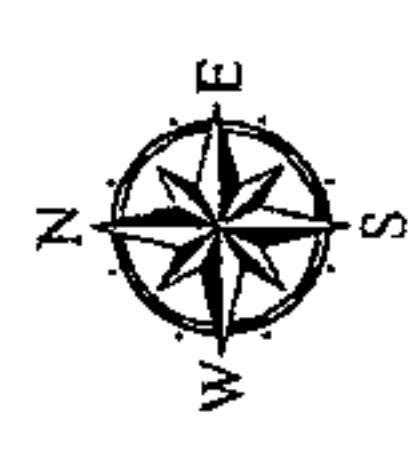
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Std	Type	Gr	Ac	Net	Ac	YO
1	BBH N	UT	6.9			6.9 1940
2	LB P	UT	80.6			77.8 2012
3	BBH N	UT	0.9			0.9 1940
4	LB P	UT	55.2			54 2012
5	LB P	UT	1.7			1.6 1988
6	LB P	UT	0.8			0.5 1988
7	BBH N	UT	6.6			6.6 1940
8	BBH N	UT	47.8			47.8 1940
9	LB P	TH	111.6			109 1982
10	LB P	TH	3			2.6 1982
11	LB P	UT	32.9			30.3 2004
12	LB P	UT	10.7			10.1 2012
13	LB P	TH	0.7			0.7 1982
14	NFU NA	UT	0.8			0.8 0
15	NFU NA	UT	1.4			1.3 0
16	NFU NA	UT	0.8			0.6 0
17	LB P	TH	32.2			31.4 1982
18	BBH N	UT	6.6			6.4 1940
19	LB P	TH	3.6			3.4 1982
20	NFU NA	UT	1			0.9 0
21	LB P	TH	1			1 1982
22	BBH N	UT	0.2			0.2 1940
23	LB P	UT	31.3			31.3 2014
24	NFU NA	UT	9.5			8.9 0
25	NFU NA	UT	1.7			0.2 0
26	NFU NA	UT	1			0.9 0
27	NFU NA	UT	1.7			1.7 0
28	NFU NA	UT	0.3			0.3 0

Gate Lock # 6128
Keep Gate Locked

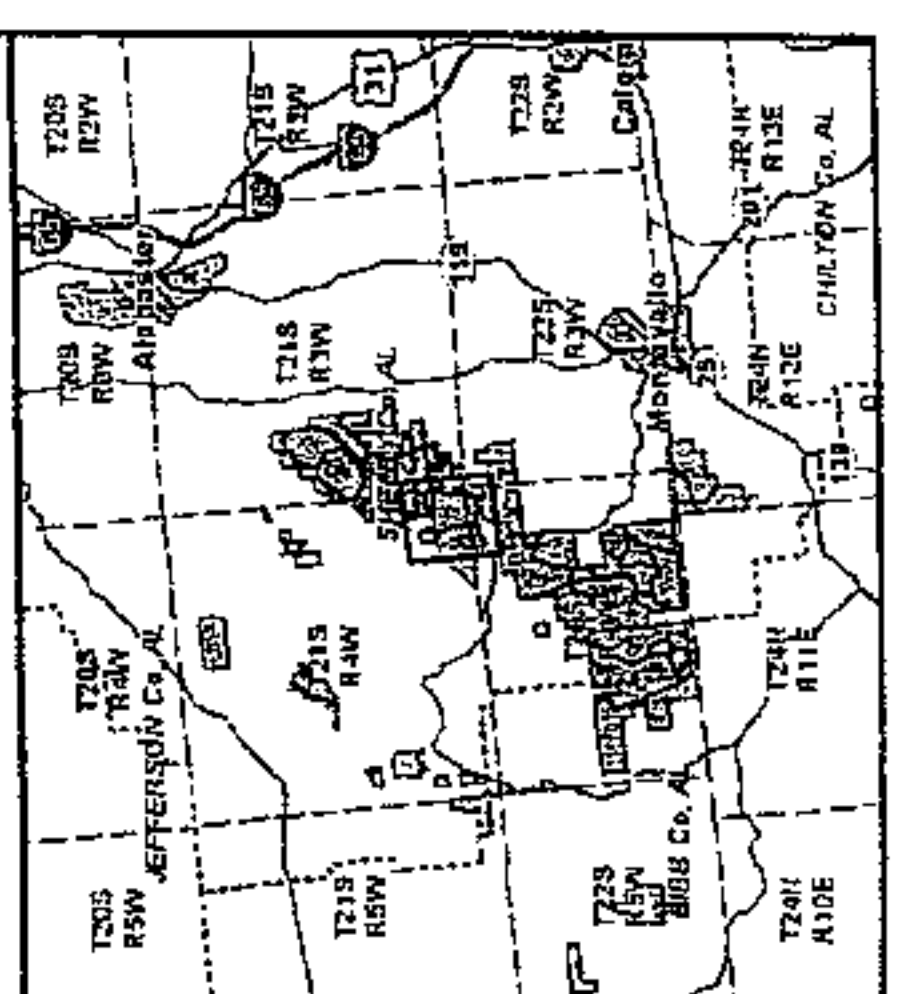
TRACT CP6128
Property: Clairmont Springs
County: Shelby
State: Alabama



- Tracts
- Stands
- County
- State
- Freeway
- Highway
- Major Road
- Local Road
- Forest Road
- Trail
- Railroad



Data Sources:
HFM Tracts, Stands Layers
ESRI Political, Roads & Hydrology Layers
WARNING: HFM makes no representation or warranty as to the accuracy or completeness of this information. This map is NOT a legal representation of the property. The data displayed herein may be subject to one or more non-disclosure agreements and should not be shared with outside parties unless authorized by such agreement(s).



Sale Area



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