

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

CORRECTIVE MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas H. Murphy, III and wife, Karen T. Murphy

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Thomas Houston Murphy, Jr. and Ruth N. Murphy, Trustees of the Murphy Family Trust, dated October 18, 2024, recorded in Instrument #20241024000333950, in the Probate Office of Shelby County, Alabama

(hereinafter called "Mortgagees", whether one or more),

in the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 (\$360,000.00) evidenced by a mortgage note executed simultaneously herewith.

This is mortgage on real estate.

This mortgage is given to correct the legal description in that certain mortgage recorded in Instrument #20241120000359970, in Probate Office.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Thomas H. Murphy, III and wife, Karen T. Murphy

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

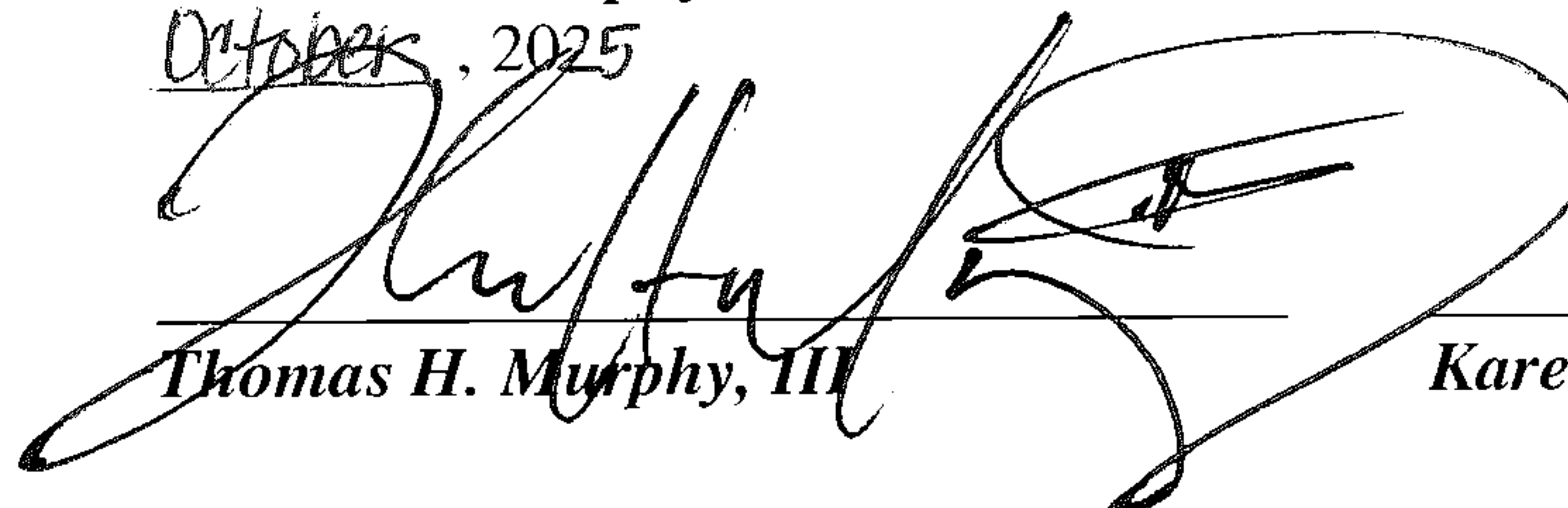
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

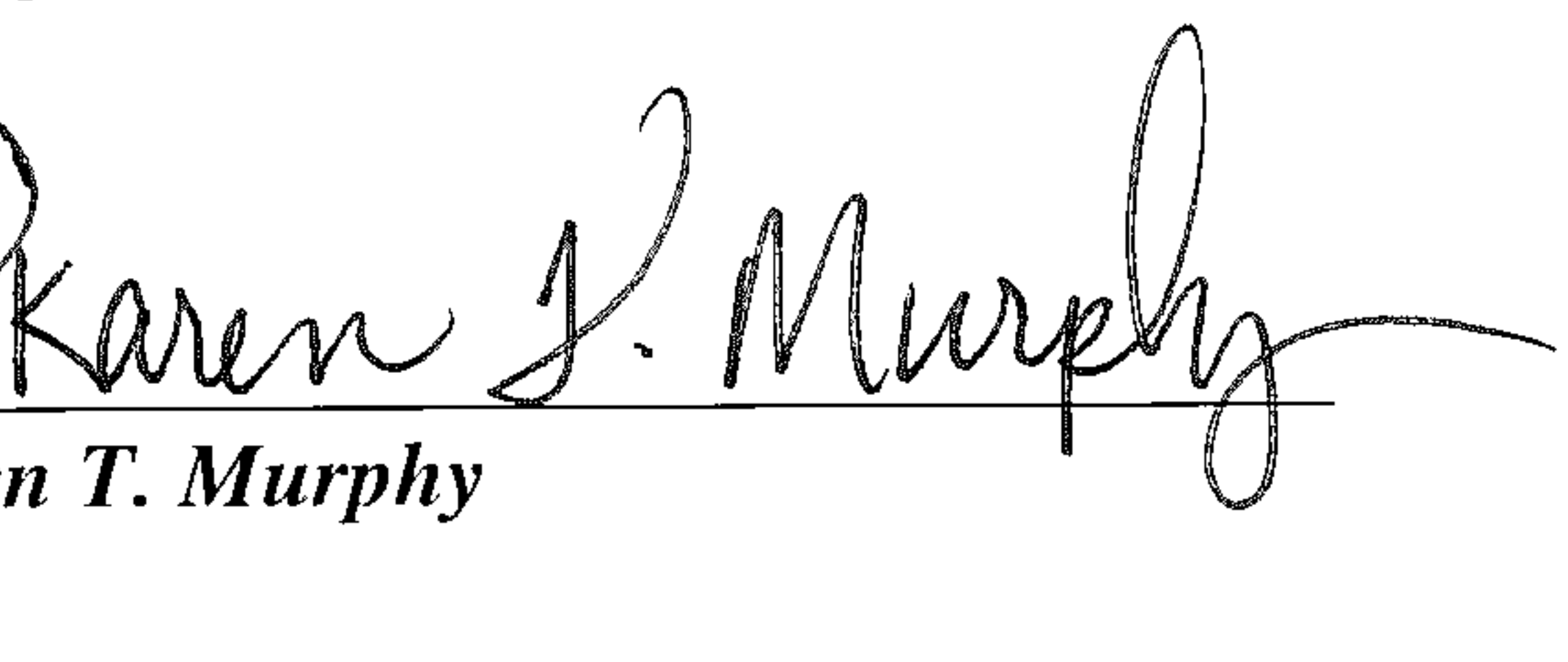
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees 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 the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby

specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, 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 days notice, by publishing once a week for three consecutive weeks, the time, place, and terms of sale, by publication in some newspaper published in said County of Shelby and State of Alabama, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said 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 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 it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness, 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 the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, 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, **Thomas H. Murphy, III and wife, Karen T. Murphy**, have hereunto set their signatures and seals, this 24th day of October, 2025

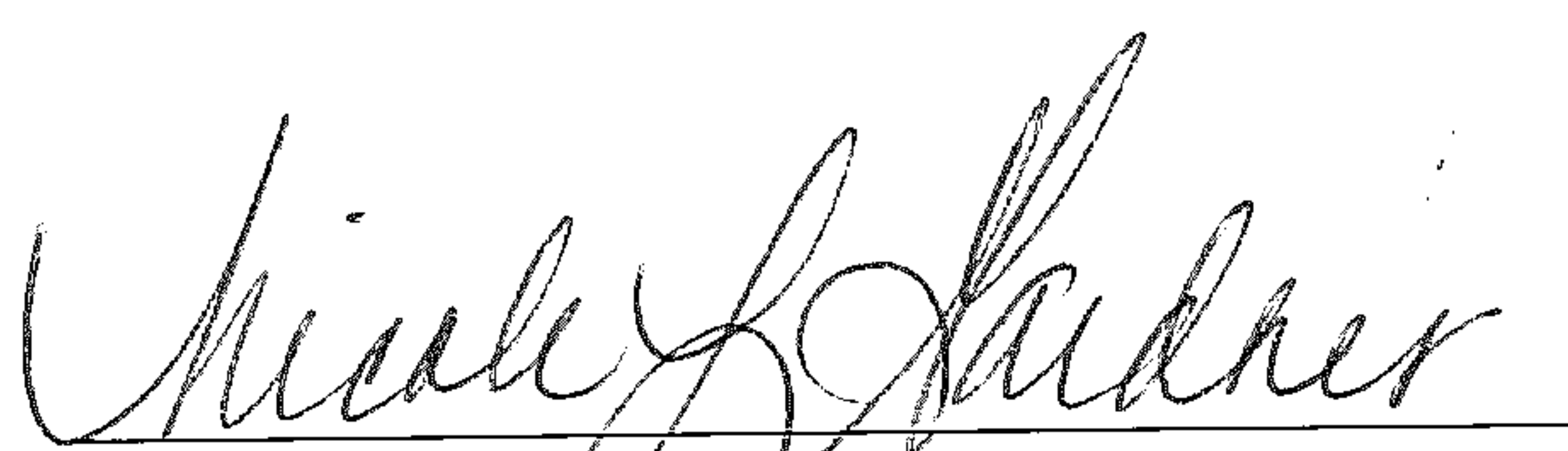

Thomas H. Murphy, III


Karen T. Murphy

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, April Clark, a Notary Public in and for said County, in said State, hereby certify that, **Thomas H. Murphy, III and Karen T. Murphy**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of October, 2025.


Notary Public
My commission expires: 6/29/26

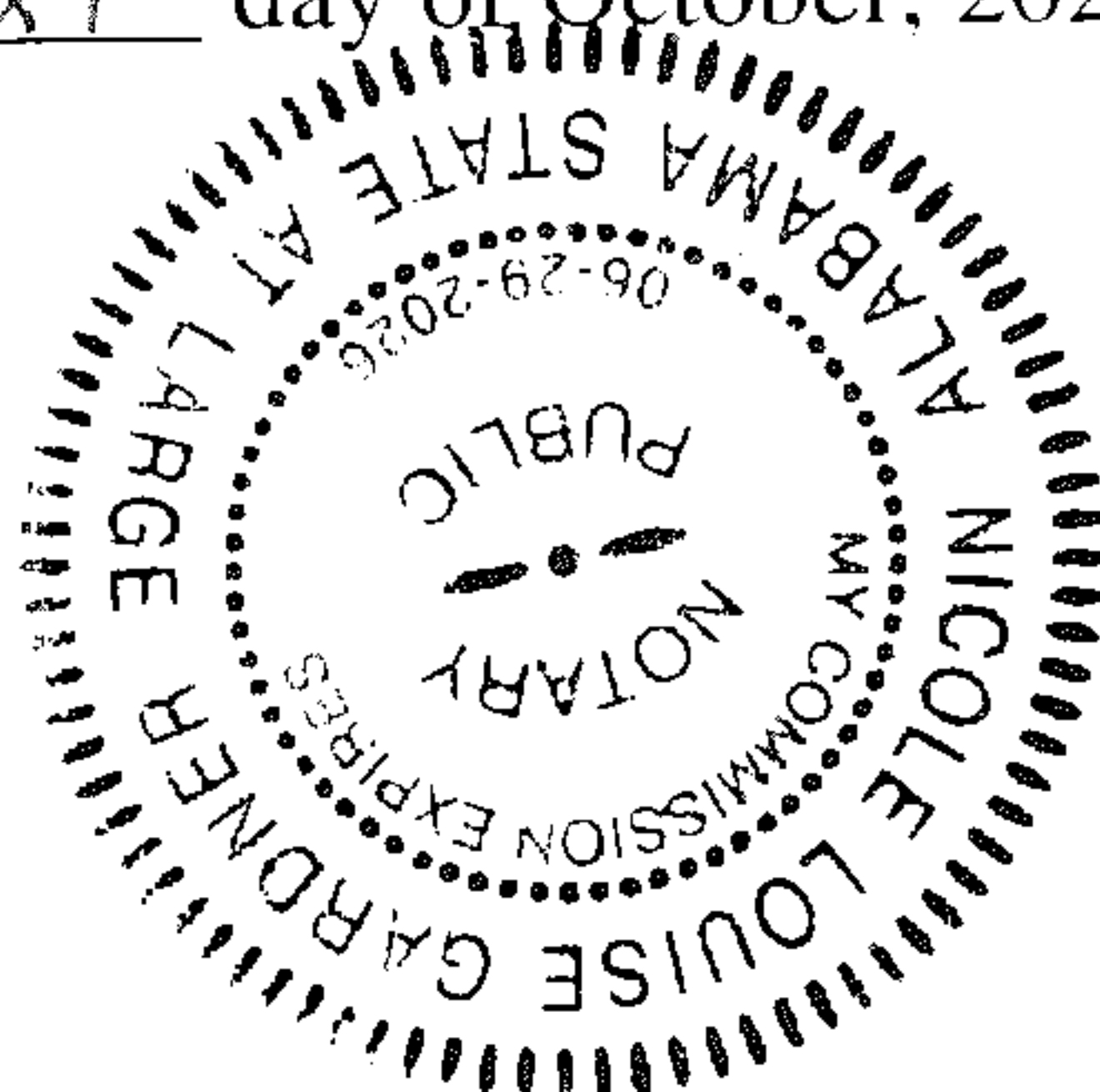


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel #23-5-15-0-001-022.001

#12

Commence a found 1-1/2" open top pipe locally accepted as the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run North 89 degrees 22 minutes 11 seconds West along the South line of said 1/4-1/4 section for a distance of 549.02 feet to a 1/2" rebar found and the POINT OF BEGINNING of the parcel herein described; thence North 89 degrees 08 minutes 32 seconds West, continuing along said South line for a distance of 106.08 feet to a 1/2" rebar found; thence leaving said South line, North 24 degrees 20 minutes 56 seconds West for a distance of 238.93 feet to a 1/2" rebar found; thence continue North 24 degrees 20 minutes 56 seconds West for a distance of 18.63 feet to a point along the centerline of Norris Lane (a county maintained private road) and a 50 foot ingress, egress, and utility easement as recorded in Inst. No. 20230608000172590; thence North 59 degrees 43 minutes 14 seconds East along said centerline for a distance of 162.31 feet to a point on a curve to the left, having a radius of 420.62 feet, a chord bearing of North 58 degrees 26 minutes 10 seconds East, and a chord length of 18.86 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 18.86 feet to a point; thence leaving said centerline, South 88 degrees 04 minutes 33 seconds East for a distance of 30.69 feet to a set 1/2" capped rebar stamped "CA1084LS"; thence continue last said course South 88 degrees 04 minutes 33 seconds East for a distance of 579.80 feet to a 2" pipe found on the East line of said 1/4-1/4 section; thence along said East line, South 00 degrees 56 minutes 20 seconds West for a distance of 313.53 feet to the POINT OF BEGINNING. Said parcel containing 5.19 acres, more or less.

Parcel #23-5-15-0-001-023.000

#13

Commence a found 1-1/2" open top pipe locally accepted as the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run North 00 degrees 56 minutes 20 seconds East along the East line of said 1/4-1/4 section for a distance of 313.53 feet to a found 2" pipe and the POINT OF BEGINNING of the parcel herein described; thence leaving said East line, run North 88 degrees 04 minutes 33 seconds West for a distance of 579.80 feet to a set 1/2" capped rebar stamped "CA1084LS"; thence continue last said course North 88 degrees 04 minutes 33 seconds West for a distance of 30.69 feet to a point along the centerline of Norris Lane (a county maintained private road) and a 50 foot ingress, egress, and utility easement as recorded in Inst. No. 20230608000172590, said point being on a curve to the left, having a radius of 142.05 feet, a chord bearing of North 33 degrees 18 minutes 35 seconds East, and a chord length of 48.88 feet; thence along the arc of said curve, and along said centerline, for a distance of 49.12 feet to a point; thence continue along said centerline, North 43 degrees 13 minutes 02 seconds East for a distance of 303.79 feet to a point on a curve to the left, having a radius of 420.62 feet, a chord bearing of North 50 degrees 11 minutes 03 seconds West and a chord length of 102.04 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 102.29 feet to a point; thence leaving said centerline, South 49 degrees 28 minutes 32 seconds East for a distance of 22.64 feet to a 1/2" rebar found; thence continue last said course South 49 degrees 28 minutes 32 seconds West for a distance of 370.13 feet to a set 1/2" capped rebar stamped "CA1084LS" on the East line of said 1/4-1/4 section; thence South 01 degrees 01 minutes 11 seconds East along said East line for a distance of 92.88 feet to the POINT OF BEGINNING. Said parcel containing 2.60 acres, more or less.

Parcel #23-5-15-0-001-025.000**Tract I:**

A part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 21 South, Range 3 West, Shelby County,

Alabama, and run thence Easterly along the North line of said Quarter-Quarter Section a distance of 820.17 feet to the point of beginning of the property being described; thence run 130 feet, more or less, Easterly to a point of existing property line of Larry R. and Elain Rollan; thence turn 96 degrees 38 minutes 47 seconds right and run Southerly 174.74 feet to a point; thence turn 93 degrees 12 minutes 41 seconds right and run Westerly 20.12 feet to a point; thence turn 93 degrees 36 minutes 33 seconds left and run Southerly 236.48 feet to a point on an existing fence line; thence turn 85 degrees 09 minutes 11 seconds right and run Westerly along said fence line 90 feet, more or less, to a point; thence run Northerly 400 feet, more or less, to the point of beginning.

Parcel #23-5-15-0-001-024.000**Tract II:**

Commence at the Northwest corner of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence Easterly along the North line of said Section 15, a distance of 950.17 feet to a point; thence turn a deflection angle of 96 degrees 38 minutes 47 seconds right and run a distance of 13.14 feet to a point on the South right of way line of Shelby County Road No. 26 and the point of beginning of the property being described; thence continue along last described course a distance of 161.60 feet to a point at a fence corner; thence turn a deflection angle of 93 degrees 12 minutes 41 seconds right and run along fence a distance of 20.12 feet to a point at a fence corner; thence turn a deflection angle of 93 degrees 36 minutes 33 seconds left and run Southerly along a fence line a distance of 236.48 feet to a point at a fence corner; thence turn a deflection angle of 94 degrees 50 minutes 49 seconds left and run Easterly along a fence line a distance of 40.61 feet to a point at a fence corner; thence turn a deflection angle of 85 degrees 36 minutes 27 seconds left and run Northerly along a fence line a distance of 40.14 feet to a point at a fence corner; thence turn a deflection angle of 83 degrees 59 minutes 48 seconds right and run Easterly along a fence line a distance of 159.55 feet to a point at a fence corner; thence turn a deflection angle of 63 degrees 12 minutes 12 seconds left and run Northeasterly a distance of 99.98 feet to a point; thence turn a deflection angle of 25 degrees 54 minutes 02 seconds left and run Northerly a distance of 256.16 feet to a point on the South right of way line of said Shelby County Road No. 26; thence turn a deflection angle of 88 degrees 32 minutes 05 seconds left and run Westerly along the said South right of way line of said Road No. 26, a distance of 187.88 feet to the point of beginning.

Tract III:

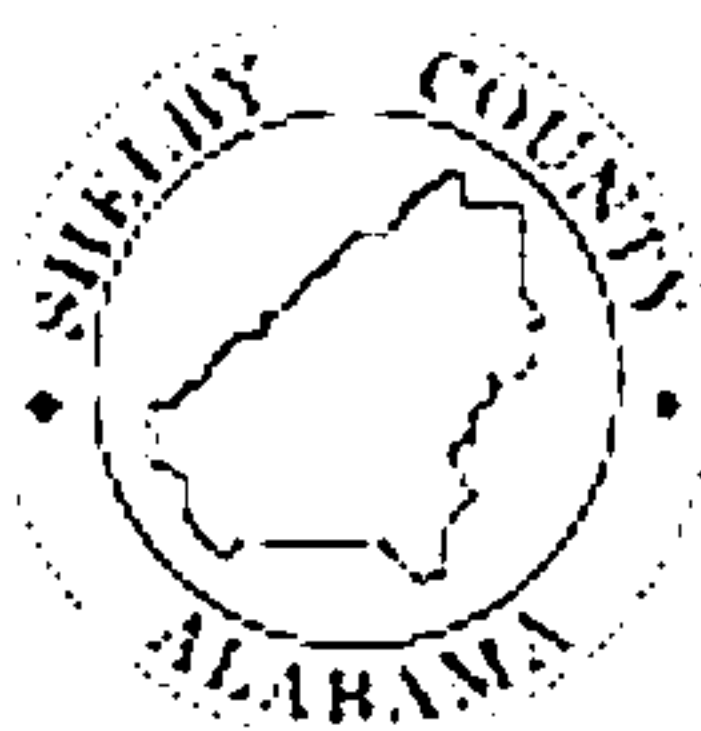
Commence at the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 21 South, Range 3 West and run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 245.75 feet; thence right 91 degrees 57 minutes and run Easterly 308.33 feet; thence left 91 degrees 51 minutes 51 seconds and run Northerly 423.21 feet; thence right 91 degrees 37 minutes 06 seconds and run Easterly 150.00 feet; thence right 88 degrees 21 minutes 41 seconds and run Southerly 499.16 feet, more or less, to a point of intersection with the Westerly line of property described in Deed Book 320, Page 478; thence left 120 degrees 49 minutes 34 seconds and run Northeasterly along said deed line for a distance of 302.9 feet to a found iron pin; thence left 15 degrees 26 minutes and run Northeasterly 434.0 feet; thence left 27 degrees 56 minutes and run Northeasterly 215.0 feet; thence right 11 degrees 14 minutes and run Northeasterly for a distance of 131.66 feet; thence left 117 degrees 39 minutes 07 seconds and run Westerly 47.84 feet to a found iron pin, being the point of beginning of the property herein conveyed; thence continue along last described course a distance of 159.55 feet to a found iron pin; thence left 83 degrees 59 minutes 48 seconds and run Southerly 40.14 feet to an iron pin; thence turn left 94 degrees 23 minutes 33 seconds and run Easterly a distance of 150 feet, more or less, to a point on the West line of a 50-foot easement; thence run in a Northeasterly

direction along the West line of said easement a distance of 41 feet, more or less, to the point of beginning of the property herein conveyed.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

#1

Commence at a found 1 ½-inch open top pipe locally accepted as the Southeast corner of the Northwest ¼ of the Northwest ¼ of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run North 00 degrees 56 minutes 20 seconds East for a distance of 313.53 feet to a found 2-inch pipe; thence turn North 01 degrees 01 minutes 11 seconds East for a distance of 92.88 feet to a set 5/8-inch capped rebar stamped "Clinkscale"; thence run North 00 degrees 57 minutes 26 seconds East for a distance of 105.00 feet to a found ½-inch rebar; thence run North 00 degrees 57 minutes 27 seconds East for a distance of 334.59 feet to a found ½-inch open top pipe; thence run North 88 degrees 03 minutes 06 seconds West for a distance of 230.76 feet to a found 2-inch capped pipe; thence run North 87 degrees 51 minutes 08 seconds West for a distance of 11.17 feet to the point of beginning of the parcel herein described; thence run North 88 degrees 14 minutes 13 seconds West for a distance of 12.03 feet to a point along the centerline of Norris Lane (a County maintained private road) and a 50-foot ingress, egress, and utility easement as recorded in Instrument #20230608000172590, said point being on a curve to the right having a radius of 679.46 feet, a delta angle of 09 degrees 13 minutes 23 seconds, a chord bearing of North 25 degrees 58 minutes 42 seconds East, and a chord distance of 109.26 feet; thence run along the arc of said curve and said centerline for a distance of 109.38 feet to a point; thence continue along said centerline North 30 degrees 35 minutes 26 seconds East for a distance of 47.04 feet to a point beginning a curve to the left having a radius of 244.52 feet, a delta angle of 34 degrees 31 minutes 33 seconds, a chord bearing of North 13 degrees 19 minutes 39 seconds East, and a chord distance of 145.13 feet; thence run along the arc of said curve and said centerline for a distance of 147.35 feet to a point being on a reverse curve to the right having a radius of 803.75 feet, a delta angle of 10 degrees 27 minutes 06 seconds, a chord bearing of North 01 degrees 17 minutes 26 seconds East, and a chord distance of 146.41 feet; thence run along the arc of said curve and said centerline for a distance of 146.62 feet to a point; thence continue along said centerline North 06 degrees 30 minutes 59 seconds East for a distance of 31.12 feet to a point on the Southerly right of way margin of Kent Dairy Road (a/k/a Shelby County Highway 26) (80-foot right of way); thence run along said right of way margin South 87 degrees 19 minutes 27 seconds East for a distance of 14.65 feet to a point; thence leaving right of way margin, run South 04 degrees 12 minutes 27 seconds West for a distance of 271.11 feet to a point; thence run South 26 degrees 56 minutes 27 seconds West for a distance of 209.04 feet to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/10/2025 02:21:07 PM
 \$36.00 BRITTANI
 20251110000345520

Alli S. Bayl