

THIS INSTRUMENT WAS PREPARED BY:  
A. VINCENT BROWN, JR.  
510 - 18TH STREET, NORTH  
BESSEMER, AL 35020

20130107000009770 1/3 \$48.00  
Shelby Cnty Judge of Probate, AL  
01/07/2013 01:12:30 PM FILED/CERT

## REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **David Hogg and Kathy Hogg, husband and wife**, (hereinafter called the "Mortgagor," whether one or more) are justly indebted to **Johnny Alan Grimes**, (hereinafter called the "Mortgagee," whether one or more), in the sum of **Twenty Thousand Dollars and no/100 (\$20,000.00)** evidenced by one Promissory Note of even date herewith, said note more particularly describing the terms and conditions.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor(s), **David Hogg and Kathy Hogg, husband and wife**, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in the County of **Shelby**, State of Alabama, to-wit:

**See attached Exhibit "A."**

**THIS IS A FIRST LIEN MORTGAGE.**

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 Mortgage, 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.

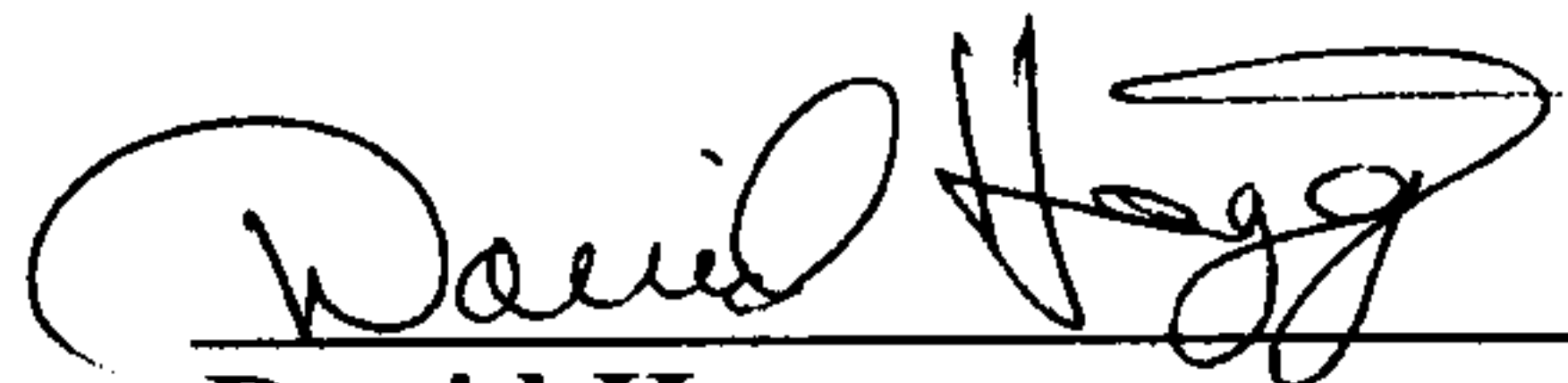
Upon condition, however, that if the said Mortgagor pays said indebtedness. and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null; and void; but should default be made in the payment 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 incumbrance 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

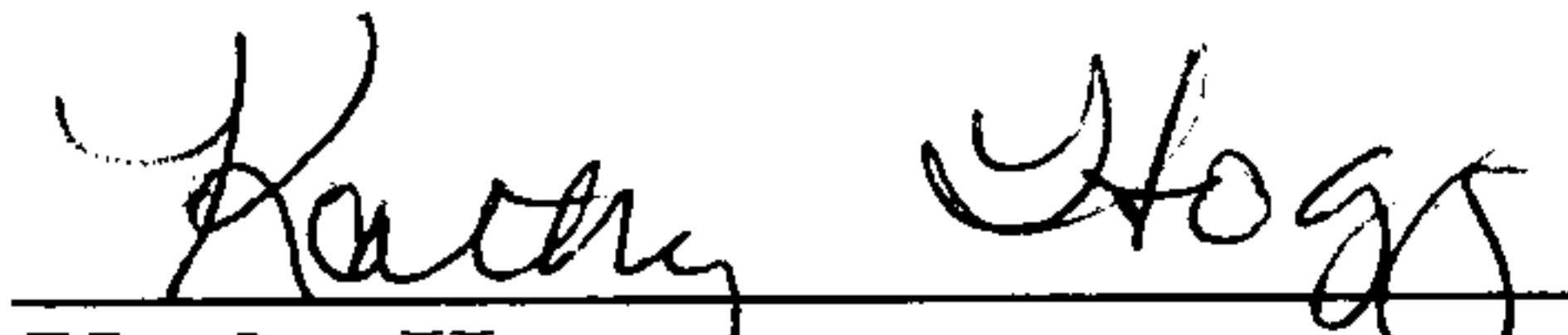




be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or in mass 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 them 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 a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, **David Hogg and Kathy Hogg, husband and wife**, has/have hereunto set his/her/their signature and seal this the **12th day of October, 2012**.

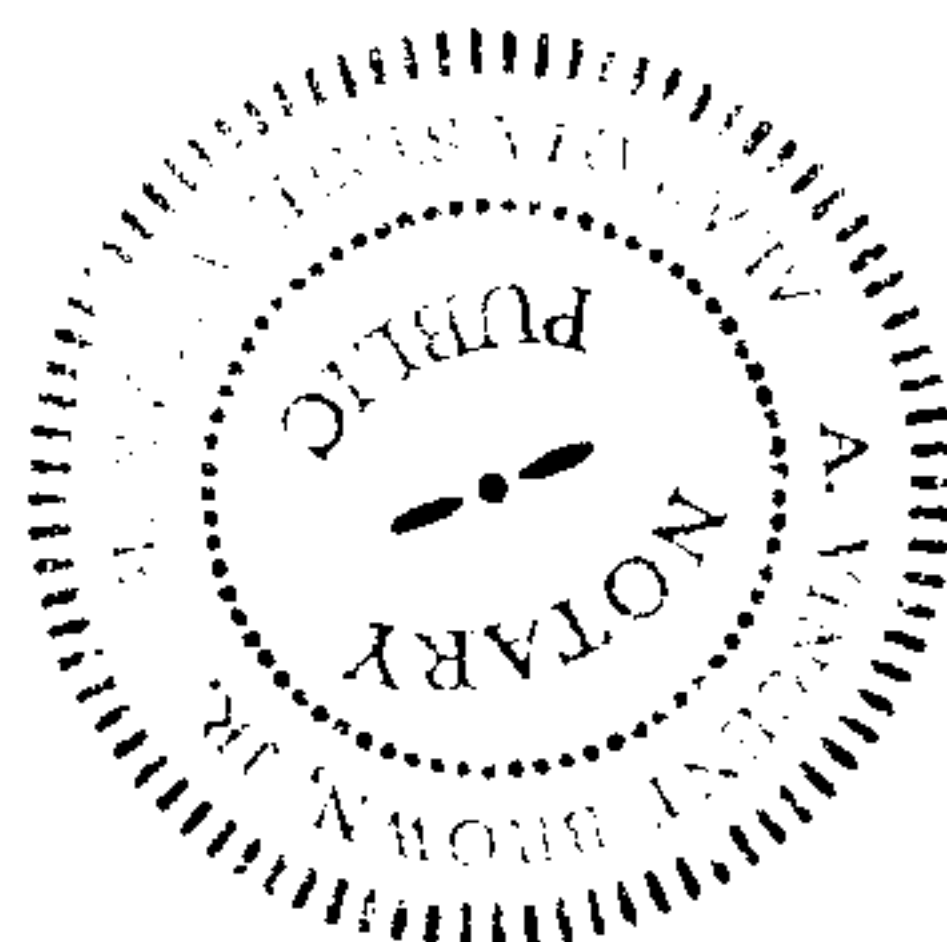
 (SEAL)  
**David Hogg**

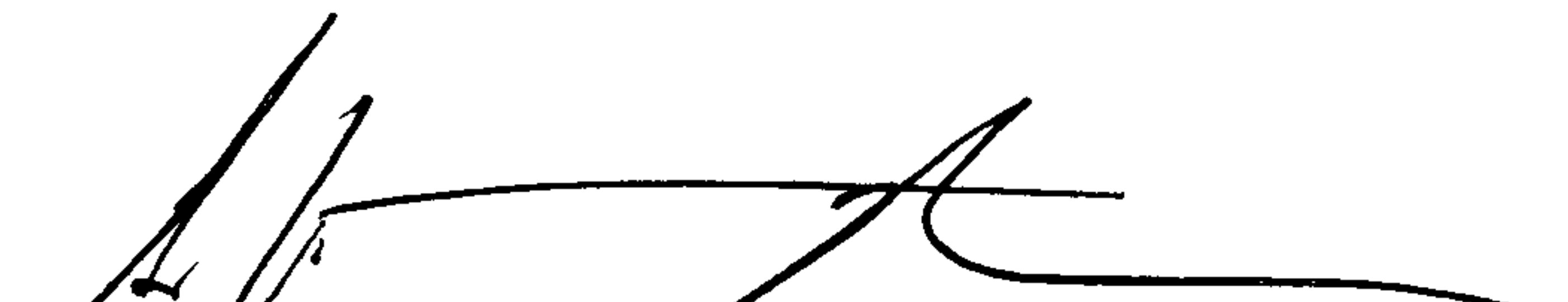
 (SEAL)  
**Kathy Hogg**


**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **David Hogg and Kathy Hogg, husband and wife**, whose names are signed to the foregoing instrument, and who is known to me, and acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 12th day of October, 2012.



  
Notary Public  
My Commission Expires: 11/29/2015


  
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## EXHIBIT "A"

**SCHEDULE A**  
(continued)**LEGAL DESCRIPTION**

A parcel of land lying and being situated in the Northeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$ , Section 24, Township 22 South, Range 1 East, Shelby County, Alabama described as follows: From the Northwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section run S along  $\frac{1}{4}$   $\frac{1}{4}$  line 887.3 feet to an iron pin; thence deflect left  $90^\circ$  for 168 feet to an iron pin; thence deflect right  $90^\circ$  for 80.6 feet to the S post of a chain link fence gate, and the beginning point of subject lot; from said point thus established, continue said course 200.1 feet to an iron pipe on the shore line of Lay Lake; thence run along the meander of said shore line Easterly 239.8 feet to an iron pipe; thence run N  $69^\circ 10'$  W 223.7 feet and back to the beginning point.

Also the following described easement for a driveway: From the point of beginning of the lot described above and hereon, run S  $60^\circ 10'$  E 89 feet; thence run Northwesterly to a point on a fence, said point being the N post of a chain link fence gate being located 16 feet N of the beginning point; thence run S 16 feet to the beginning point.

  
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