


STATE OF ALABAMA                    )  
JEFFERSON COUNTY)

  
20150225000058920 1/3 \$282.50  
Shelby Cnty Judge of Probate, AL  
02/25/2015 11:51:51 AM FILED/CERT

## MORTGAGE

Know All Men by These Presents: That Whereas Danny J. Coshatt and wife Robin Coshatt (hereinafter called "Mortgagors", whether one or more), is indebted to James E. Roberts (hereinafter called "Mortgagee") for the sum of one hundred seventy five thousand and No/100 Dollars (\$175,000.00), evidenced by a promissory note of even date herewith, together with interest at 4%, payable in monthly installment.

And Whereas, Mortgagor 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 Mortgagors, Danny J. Coshatt and wife Robin Coshatt, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to wit: See legal attached as Exhibit A. Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

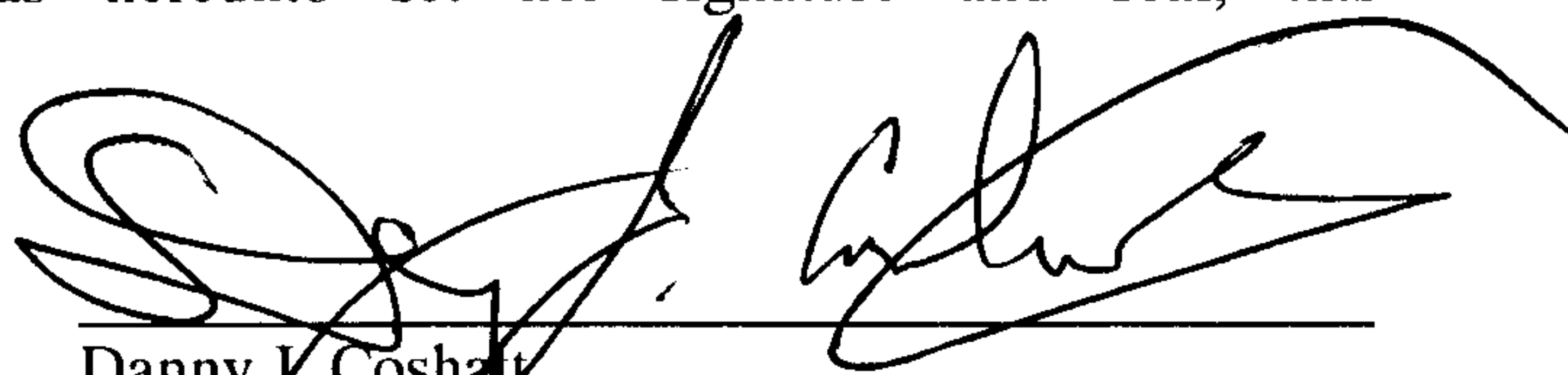
To Have and to Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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.

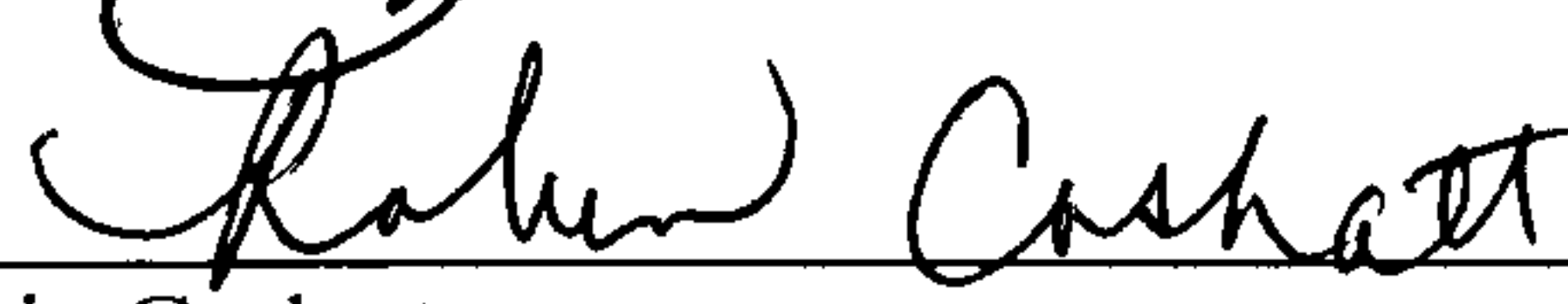
Upon condition, however, that if the said Mortgagor pays said indebtedness, and the interest thereon and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should 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 and State, 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 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 Mortgagees, their 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 has hereunto set her signature and seal, this 3rd day of January, 2014.

\_\_\_\_\_  
Witness

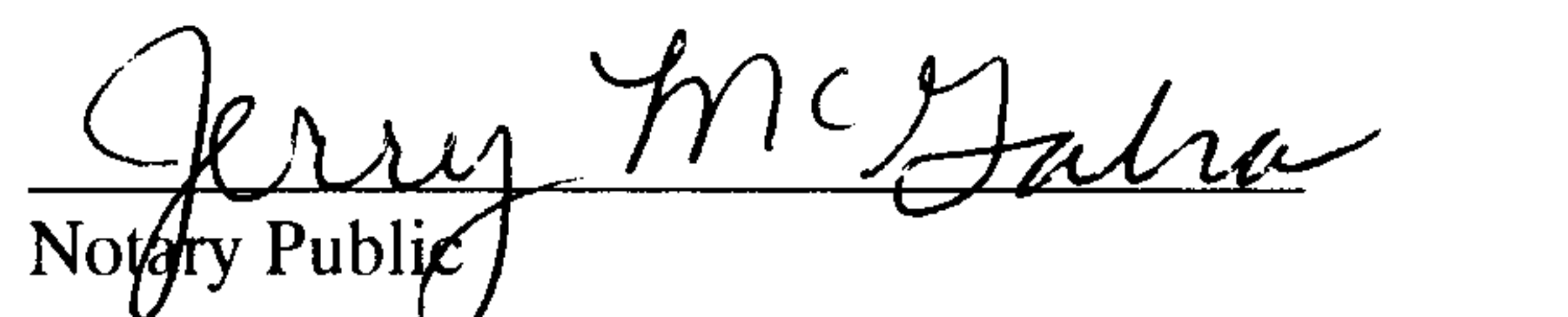
  
\_\_\_\_\_  
Danny J. Coshatt

  
\_\_\_\_\_  
Robin Coshatt

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Danny J. Coshatt and wife Robin Coshatt, 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 3rd day of January, 2014.

Seal

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-12-2016

**THIS INSTRUMENT WAS PREPARED BY**  
**James E. Roberts**  
**Post Office Box 430224**  
**Birmingham, Alabama 35243**

  
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# SCHEDULE A

## LEGAL DESCRIPTION

A part of the Southeast quarter of the Northeast quarter of Section 16, Range 2 West and part of the Southwest quarter of the Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, particularly described as follows:

Commence at the Southeast corner of the above said South Northeast quarter of Section 16 and in a Northerly direction along quarter – quarter, run a distance of 250.0 feet, to the point of beginning; then turn an angle of 88 degrees 30' to the left for a distance of 268.47 feet to the right of way line of the County Road; thence turn an angle of 150 degrees along said right of way for a distance of 398.0 feet; thence turn an angle of 56' 06" to the right for a distance of 207.63 feet; thence turn an angle of 147.48 feet to the point of beginning in Shelby County, Alabama.

## SUBJECT TO THE FOLLOWING

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters disclosed by an accurate survey and inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor or material heretofore imposed by law and not shown by the public records.
- (e) Taxes or assessments which are not shown as existing liens by the public records or the records of any taxing authority that levies taxes or assessments.


**Taxes for the year 2013 and subsequent years.**

**Title to all minerals within and underlying the premises, together with all other rights, privileges and immunities relating thereto, including but not limited to damages, are not insured herein.**

**Right-of-way granted to Alabama Power Company recorded in the public records.**

**Less and except any part of subject property lying within any**

**Unrecorded easement to Bellsouth Telecommunication dated 02/25/2015.**

  
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