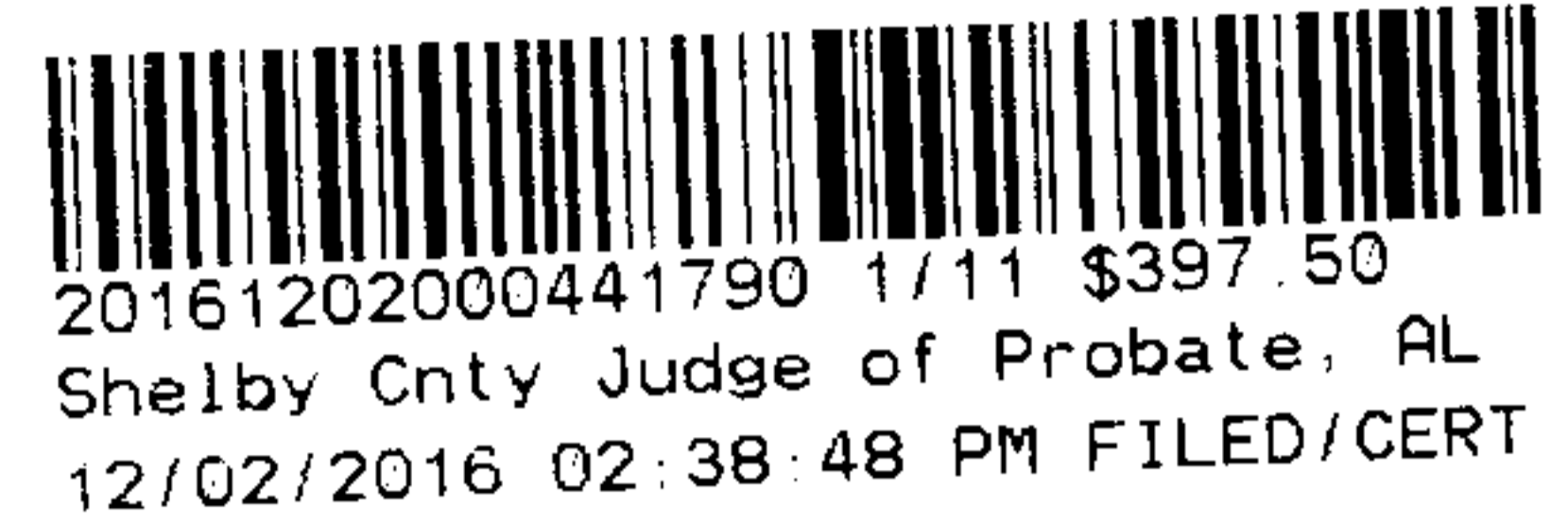


After Recording Return To:
Ralph R. Waszak, Jr.
Stark & Knoll Co., L.P.A.
3475 Ridgewood Road
Akron, Ohio 44333



_____ [Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE (the "Mortgage"), dated as of November 30, 2016, executed and delivered **JASON GLENN McCUNE** and **MELISSA ANN McCUNE**, husband and wife (collectively, the "Mortgagors") to **MERRYWEATHER FOAM, INC.**, an Ohio corporation ("Mortgagee"), under the following circumstances:

RECITALS:

WHEREAS, pursuant to and upon the conditions of a certain Term Note dated on even date herewith, from Mortgagors in favor of Mortgagee, Mortgagee is lending Two Hundred Thirty-Five Thousand Dollars (\$235,000.00) to Mortgagors (the "Note").

WHEREAS, as a condition to the Mortgagee lending said funds and as additional security, Mortgagee has required that Mortgagors deliver this Mortgage to Mortgagee.

NOW, THEREFORE, as an inducement to and in consideration of the issuance of the Note and for other valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of securing: (a) all payments to be made by Mortgagors under the Note and this Mortgage; (b) any amounts advanced or costs incurred by Mortgagee for the payment of any insurance premiums, taxes, assessments or governmental or utility charges, or in connection with the preservation and enforcement of this Mortgage; and (c) the performance and observance of each covenant and agreement of Mortgagors herein and in the Note, Mortgagors do hereby grant, bargain, sell, convey, mortgage, assign, pledge and transfer unto Mortgagee, its successors and assigns, the following property (hereinafter collectively called the "Property"):

(a) The real property commonly known as 168 Lake Chelsea Drive, Chelsea, Alabama 35043, and further described in Exhibit A attached hereto, and all buildings, additions and improvements now or hereafter located on such real property; and

(b) All easements, rights of way or use, licenses, permits, privileges, franchises, servitudes, tenements, hereditaments and all appurtenances now or hereafter belonging to or anywise appertaining to any of the foregoing including, without limitation, all right, title and interest in any street, open or proposed.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns, forever;

AND, IT IS HEREBY COVENANTED by the parties hereto that this Mortgage is given and the Mortgaged Property is to be held in the manner and to the extent and applied subject to the further terms herein set forth as follows:

DEFINITIONS

(A) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Mortgage, plus interest.

(B) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(C) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Mortgagors or the Property by a condominium association, homeowners association or similar organization.

(D) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note.

(E) "Successor in Interest of Mortgagors" means any party that has taken title to the Property, whether or not that party has assumed Mortgagors' obligations under the Note and/or this Mortgage.

TRANSFER OF RIGHTS IN THE PROPERTY

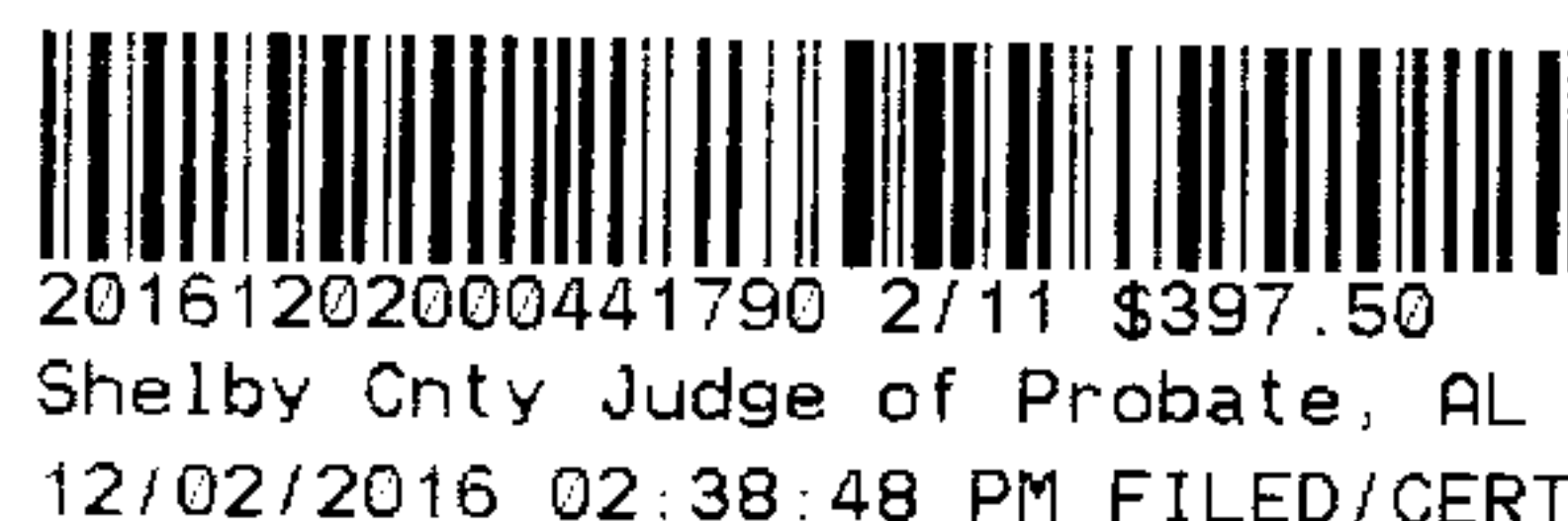
This Mortgage secures to Mortgagee: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Mortgagors' covenants and agreements under this Mortgage and the Note. For this purpose, Mortgagors irrevocably mortgage, grant and convey to Mortgagee, with power of sale, the Property.

MORTGAGORS COVENANT that they are lawfully seized of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagors warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering the Property.

UNIFORM COVENANTS. Mortgagors and Mortgagee covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Mortgagors shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Payments are deemed received by Mortgagee when received at the location designated in the Note. Mortgagee may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Mortgagee need not pay interest on unapplied funds. Mortgagee may hold such unapplied funds until Mortgagors make payment to bring the Loan current. If Mortgagors do not do so within a reasonable period of time, Mortgagee shall either apply such funds or return them to Mortgagors. If not applied earlier, such funds will be applied to the outstanding principal



balance under the Note immediately prior to foreclosure. No offset or claim which Mortgagors might have now or in the future against Mortgagee shall relieve Mortgagors from making payments due under the Note and this Mortgage or performing the covenants and agreements secured by this Mortgage.


2. Charges; Liens. Mortgagors shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. Mortgagors shall promptly discharge any lien which has priority over this Mortgage unless Mortgagors: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Mortgagors is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which can attain priority over this Mortgage, Mortgagee may give Mortgagors a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Mortgagors shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. Property Insurance. Mortgagors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagors subject to Mortgagee's right to disapprove Mortgagors' choice, which right shall not be exercised unreasonably.

If Mortgagors fail to maintain any of the coverages described above, Mortgagee may obtain insurance coverage, at Mortgagee's option and Mortgagors' expense. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Any amounts disbursed by Mortgagee under this Section 3 shall become additional debt of Mortgagors secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Mortgagee to Mortgagors requesting payment.

All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or as an additional loss payee. Mortgagee shall have the right to hold the policies and renewal certificates. If Mortgagee requires, Mortgagors shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. If Mortgagors obtains any form of insurance coverage, not otherwise required by Mortgagee, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Mortgagee as mortgagee and/or as an additional loss payee.

In the event of loss, Mortgagors shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagors. Unless Mortgagee and Mortgagors otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagee, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not


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lessened. During such repair and restoration period, Mortgagee shall have the right to hold such insurance proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Mortgagee shall not be required to pay Mortgagors any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Mortgagors shall not be paid out of the insurance proceeds and shall be the sole obligation of Mortgagors. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Mortgagors. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Mortgagors abandon the Property, Mortgagee may file, negotiate and settle any available insurance claim and related matters. If Mortgagors does not respond within 30 days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Mortgagee acquires the Property hereunder, each Mortgagor hereby assigns to Mortgagee (a) Mortgagors' rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage, and (b) any other of Mortgagors' rights (other than the right to any refund of unearned premiums paid by Mortgagors) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Mortgagee may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Mortgage, whether or not then due.

4. Occupancy. Mortgagors shall occupy, establish, and use the Property as Mortgagors' principal residence within ten (10) days after the execution of this Mortgage and shall continue to occupy the Property as Mortgagors' principal residence, unless Mortgagee otherwise agrees in writing, which consent shall not be unreasonably withheld.

5. Preservation, Maintenance and Protection of the Property; Inspections. Mortgagors shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagors are residing in the Property, Mortgagors shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Mortgagors shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagors shall be responsible for repairing or restoring the Property only if Mortgagee has released proceeds for such purposes. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Mortgagors is not relieved of Mortgagors' obligation for the completion of such repair or restoration.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Mortgagee may inspect the interior of the improvements on the Property. Mortgagee shall give Mortgagors notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Protection of Mortgagee's Interest in the Property and Rights Under this Mortgage.

If (a) Mortgagors fail to perform the covenants and agreements contained in this Mortgage, (b) there is a legal proceeding that might significantly affect Mortgagee's interest in the Property and/or rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage or to enforce laws or regulations), or (c) Mortgagors have abandoned the Property, then Mortgagee may do and pay for whatever is reasonable or appropriate to protect Mortgagee's interest in the Property and rights under this Mortgage, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Mortgagee's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Mortgage; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Mortgagee may take action under this Section 6, Mortgagee does not have to do so and is not under any duty or obligation to do so. It is agreed that Mortgagee incurs no liability for not taking any or all actions authorized under this Section 6.

Any amounts disbursed by Mortgagee under this Section 6 shall become additional debt of Mortgagors secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Mortgagee to Mortgagors requesting payment.

7. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Mortgagee. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. During such repair and restoration period, Mortgagee shall have the right to hold such Miscellaneous Proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. Mortgagee may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Mortgagee shall not be required to pay Mortgagors any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Mortgagors. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Mortgagors.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Mortgage immediately before the partial taking, destruction, or loss in value, unless Mortgagors and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the Miscellaneous



Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Mortgagors.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Mortgagors and Mortgagee otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Mortgagors, or if, after notice by Mortgagee to Mortgagors that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Mortgagors fails to respond to Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. “Opposing Party” means the third party that owes Mortgagors Miscellaneous Proceeds or the party against whom Mortgagors has a right of action in regard to Miscellaneous Proceeds.

Mortgagors shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Mortgagee’s judgment, could result in forfeiture of the Property or other material impairment of Mortgagee’s interest in the Property or rights under this Mortgage. Mortgagors can cure such a default and, if acceleration has occurred, reinstate as provided herein, by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee’s judgment, precludes forfeiture of the Property or other material impairment of Mortgagee’s interest in the Property or rights under this Mortgage. The proceeds of any award or claim for damages that are attributable to the impairment of Mortgagee’s interest in the Property are hereby assigned and shall be paid to Mortgagee.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

8. Mortgagors Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagors or any Successor in Interest of Mortgagors shall not operate to release the liability of Mortgagors or any Successors in Interest of Mortgagors. Mortgagee shall not be required to commence proceedings against any Successor in Interest of Mortgagors or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagors or any Successors in Interest of Mortgagors. Any forbearance by Mortgagee in exercising any right or remedy including, without limitation, Mortgagee’s acceptance of payments from third persons, entities or Successors in Interest of Mortgagors or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

9. Joint and Several Liability; Successors and Assigns Bound. Each Mortgagor covenants and agrees that Mortgagors’ obligations and liability shall be joint and several. Any Successor in Interest of Mortgagors who assumes Mortgagors’ obligations under this Mortgage in writing, and is approved by Mortgagee, shall obtain all of Mortgagors’ rights and benefits under this Mortgage. No Mortgagor shall be released from their obligations and liability under this Mortgage

unless Mortgagee agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee.

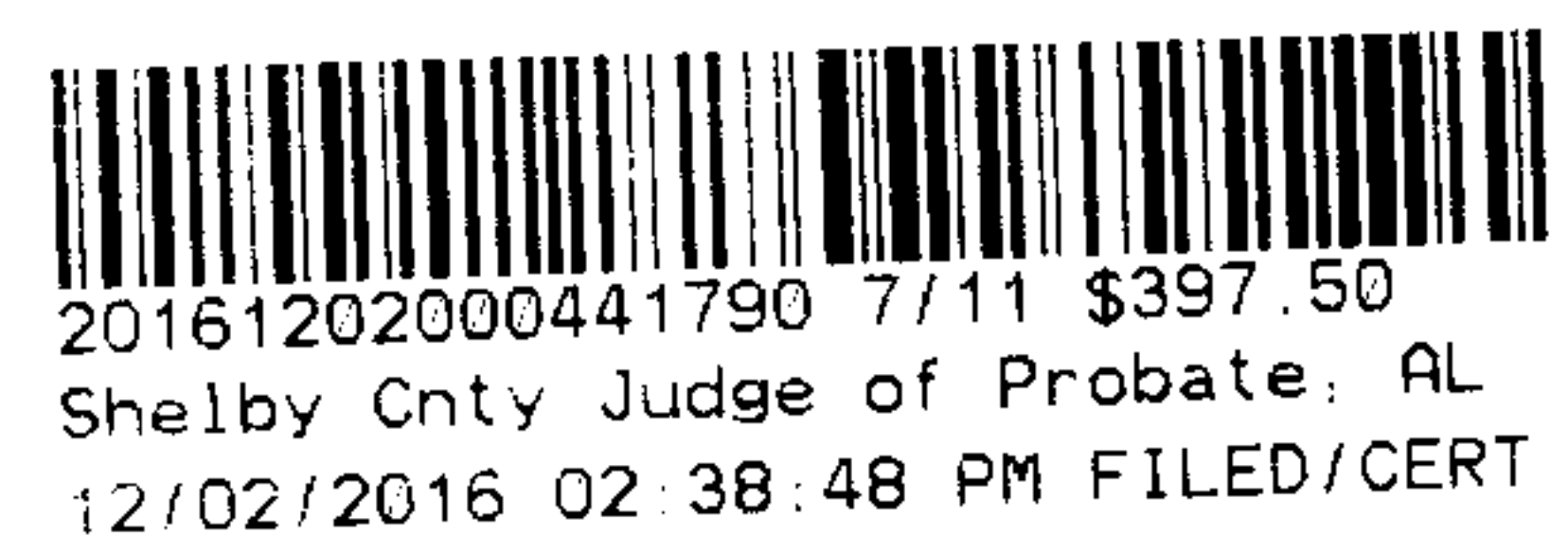
10. Loan Charges. Mortgagee may charge Mortgagors fees for services performed in connection with Mortgagors's default, for the purpose of protecting Mortgagee's interest in the Property and rights under this Mortgage, including, but not limited to, attorneys' fees, Property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Mortgage to charge a specific fee to Mortgagors shall not be construed as a prohibition on the charging of such fee. Mortgagee may not charge fees that are expressly prohibited by this Mortgage or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which exceeded permitted limits will be refunded to Mortgagors. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagors. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Mortgagors' acceptance of any such refund made by direct payment to Mortgagors will constitute a waiver of any right of action Mortgagors might have arising out of such overcharge.

11. Notices. All notices given by Mortgagors or Mortgagee in connection with this Mortgage must be in writing. Any notice to Mortgagors in connection with this Mortgage shall be deemed to have been given to Mortgagors when mailed by first class mail or when actually delivered to Mortgagors' notice address if sent by other means. Notice to any one Mortgagors shall constitute notice to all Mortgagors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Mortgagors has designated a substitute notice address by notice to Mortgagee. Mortgagors shall promptly notify Mortgagee of Mortgagors' change of address. Any notice to Mortgagee shall be given by delivering it or by mailing it by first class mail to Mortgagee's address stated herein unless Mortgagee has designated another address by notice to Mortgagors.

12. Governing Law; Severability; Rules of Construction. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Mortgage or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

13. Transfer of the Property or a Beneficial Interest in Mortgagors. As used in this Section 13, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by



Mortgagors at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagors is not a natural person and a beneficial interest in Mortgagors is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by Applicable Law. If Mortgagee exercises this option, Mortgagee shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 within which Mortgagors must pay all sums secured by this Mortgage. If Mortgagors fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagors.

14. Hazardous Substances. As used in this Section 14: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Mortgagors shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagors shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Mortgagors shall promptly give Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagors has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagors learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagors shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Each Mortgagor and Mortgagee further covenants and agree as follows:

15. Acceleration; Remedies. Mortgagee shall give notice to Mortgagors prior to acceleration following Mortgagors' breach of any covenant or agreement in this Mortgage.




The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Mortgagors, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagors of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagors to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice to Mortgagors in the manner provided in Section 11. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Property. Mortgagee or its designee may purchase the Property at any sale. Each Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

16. Waivers. Each Mortgagor waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

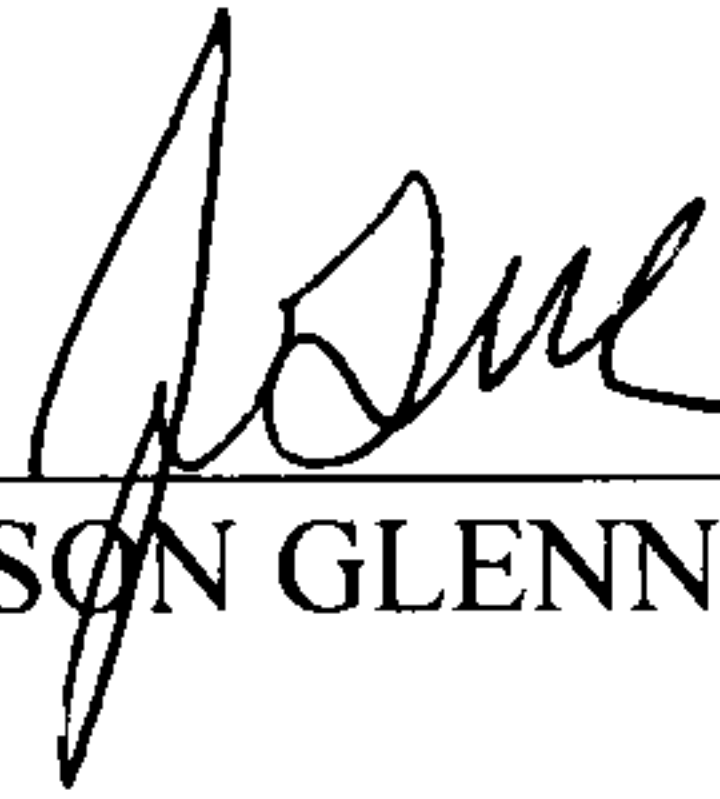
17. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagors shall pay any recordation costs.

[Signature appears on the following page]


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Shelby Cnty Judge of Probate, AL
12/02/2016 02:38:48 PM FILED/CERT

BY SIGNING BELOW, each Mortgagors accepts and agrees to the terms and covenants contained in this Mortgage executed by the Mortgagors.

Witnesses:




JASON GLENN McCUNE - Mortgagor



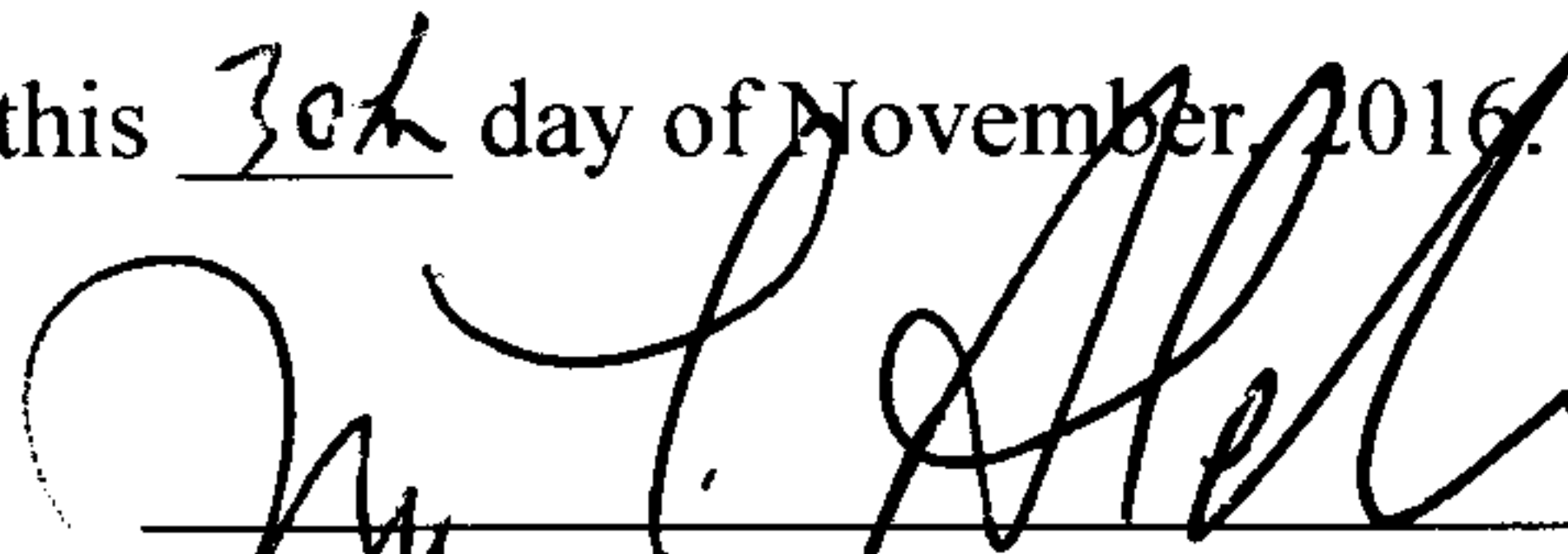
MELISSA ANN McCUNE - Mortgagor

STATE OF ALABAMA)
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public for the State at Large, hereby certifies that JASON GLENN McCUNE and MELISSA ANN McCUNE, husband and wife, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of this document, they executed the same voluntarily and with full authority.

Given under my hand and seal on this 30th day of November, 2016.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-22-20

This Instrument Prepared By:

Ralph R. Waszak, Jr.
Stark & Knoll Co., L.P.A.
3475 Ridgewood Road
Akron, Ohio 44333

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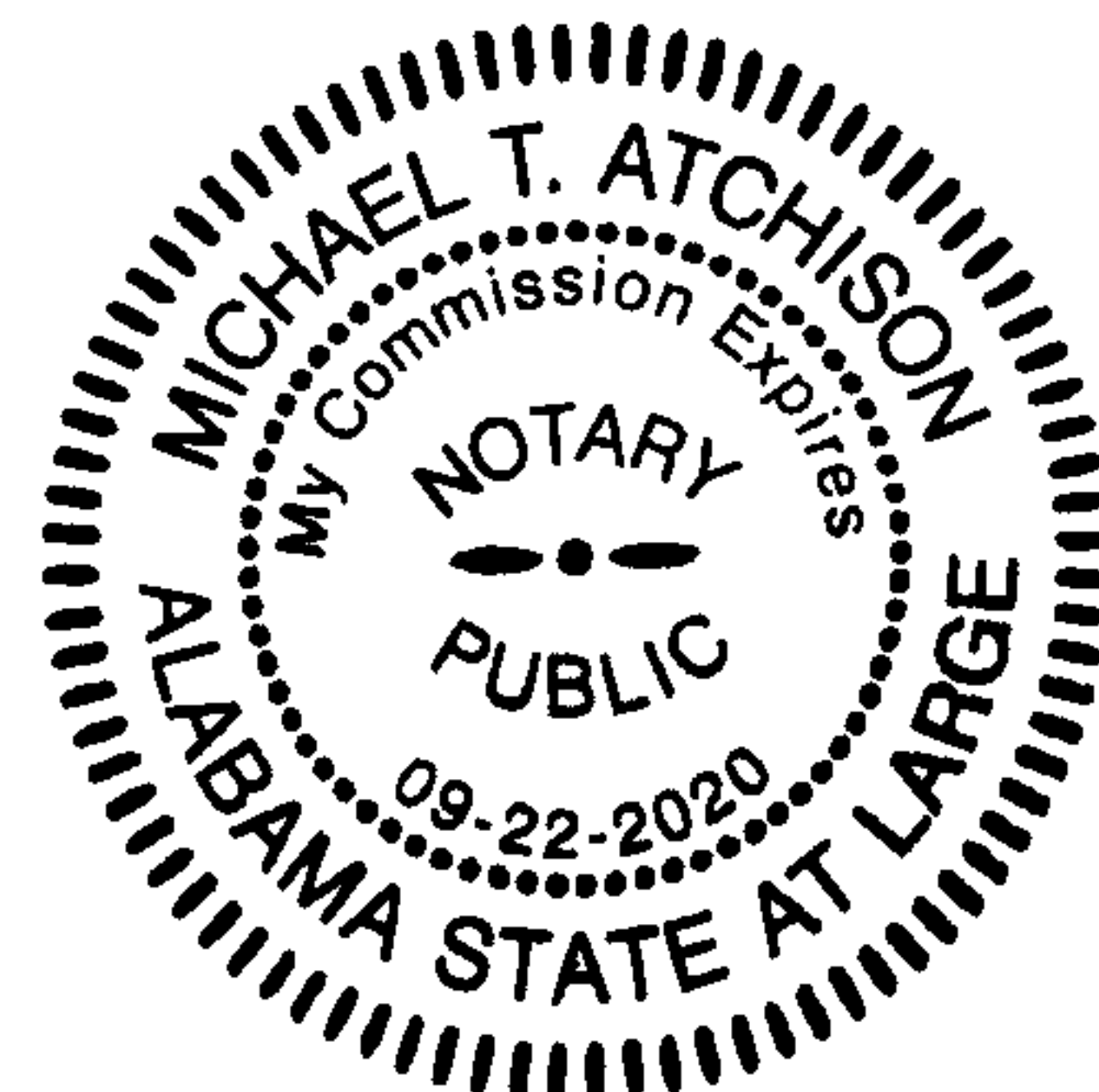
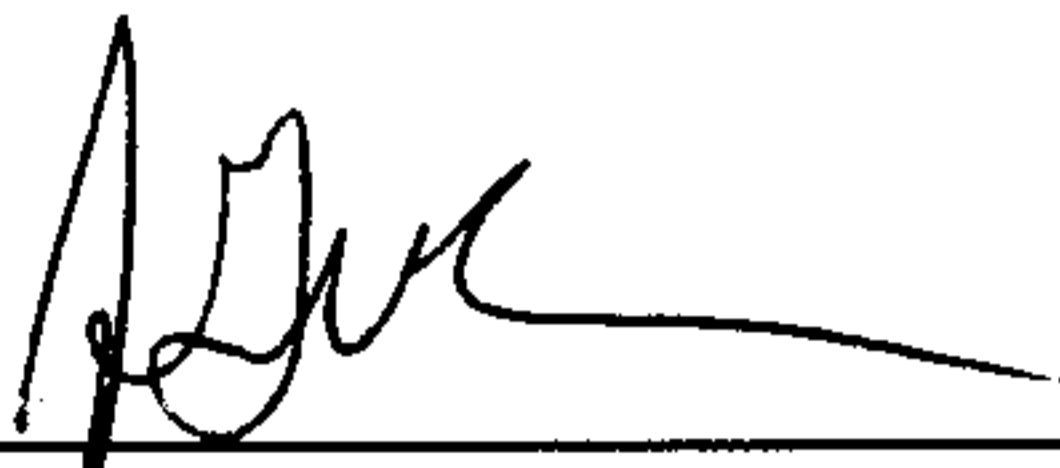


EXHIBIT "A"

Lot 9-32, according to the Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, in the Probate Office of Shelby County, Alabama.



Jason Glenn McCune



Melissa Ann McCune



20161202000441790 11/11 \$397.50
Shelby Cnty Judge of Probate, AL
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