This instrument was prepared by:

William R. Justice P.O. Box 587, Columbiana, Alabama 35051

MORTGAGE

STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Archer Development, LLC, an Alabama limited liability company (hereinafter called "Mortgagor") is justly indebted to Charles A. Wilder and Linda M. Wilder (hereinafter called "Mortgagee," whether one or more) in the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

PARCEL I Parcel ID# 58/16/04/17/0/000/005.005

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Westerly along the North line thereof for 902.79 feet; thence 156 degrees 23 minutes 40 seconds left run Southeasterly 355.33 feet; thence 21 degrees 53 minutes 35 seconds left run Easterly 183.05 feet; thence 81 degrees 27 minutes 56 seconds right run Southerly 793.69 feet; thence 24 degrees 55 minutes 51 seconds left run Southeasterly 599.29 feet; thence 19 degrees 20 minutes 42 seconds right run Southerly 476.51 feet; thence 12 degrees 57 minutes 04 seconds right run Southerly 147.86 feet; thence 82 degrees 45 minutes 50 seconds left run Easterly for 274.91 feet to the point of beginning; thence 94 degrees 25 minutes 36 seconds left run Northerly 230.47 feet; thence 70 degrees 44 minutes 43 seconds right run 142.09 feet; thence 97 degrees 04 minutes 16 seconds left run 189.31 feet; thence 49 degrees 46 minutes 10 seconds left run Northwesterly 155.66 feet; thence 34 degrees 13 minutes 40 seconds right run Northwesterly 333.20 feet to a point on the North line of the S 1/2 of the NE 1/4 of said Section 17; thence right and run along the North line of the S 1/2 of the NE 1/4 of said Section 17 to the NW corner of the SE 1/4 of the NE 1/4 of said Section 17; thence run Southerly along the West line thereof for 700.33 feet; thence 17 deg. 14 min. 32 sec. right run Southwesterly for 132.07 feet to a point on the northerly margin of Page Creek Road; thence turn right and run westerly along the northerly margin of Page Creek Road to the point of beginning.

LESS AND EXCEPT the following described property:

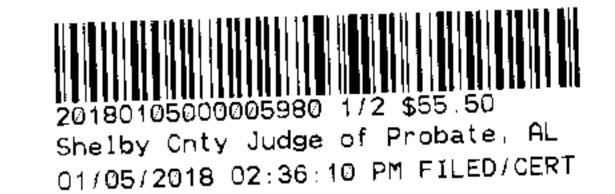
Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 17, Township 20 South, Range 1 East; thence run easterly along the North line thereof for 106.94 feet to the point of beginning; thence continue along the last described course for 443.39 feet; thence 79 degrees 51 minutes 59 seconds right run southeasterly for 156.46 feet to a point of a curve to the left, having a central angle of 53 degrees 50 minutes 1 second, a radius of 200.00 feet, and an arc length of 187.91 feet; thence 39 degrees 18 minutes 29 seconds right to chord run southwesterly along said chord for 181.08 feet; thence 77 degrees 43 minutes 26 seconds right run northwesterly for 181.36 feet; thence 34 degrees 13 minutes 40 seconds right run northwesterly for 333.20 feet to the point of beginning.

PARCEL II Parcel ID# 58/16/04/17/0/000/005.009

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 17, Township 20 South, Range 1 East; thence run Southerly along the West line thereof for 700.33 feet; thence 17 deg. 14 min. 32 sec. right run Southwesterly for 132.07 feet; thence 94 deg. 8 min. 7 sec. left run Southeasterly for 79.31 feet; thence 24 deg. 0 min. 48 sec. left run Northeasterly for 148.48 feet; thence 10 deg. 54 min. 57 sec. right run Easterly for 160.62 feet to the point of beginning; thence continue along the last described course for 67.25 feet; thence 52 deg. 25 min. 50 sec. left run Northeasterly for 165.51 feet; thence 73 deg. 38 min. 8 sec. left run Northwesterly for 39.53 feet; thence 59 deg. 18 min. 55 sec. left run Westerly for 159.56 feet; thence 90 deg. 0 min. 0 sec. left run Southerly for 148.83 feet to the point of beginning.

This is a purchase money mortgage.

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 Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses 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 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 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Archer Development, LLC, by and through its member, Charles Stephen Archer, has hereunto set its signature and seal this 444 <u>January</u>, 201 8.

Archer Development, LLC

Shelby Cnty Judge of Probate, AL 01/05/2018 02:36:10 PM FILED/CERT

STATE OF ALABAMA SHELBY COUNTY

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Stephen Archer, whose name as member of Archer Development, LLC, a limited liability company, 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 such conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 4th day of January