

STATE OF ALABAMA )  
SHELBY COUNTY )

**REAL ESTATE PURCHASE MONEY MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That whereas **Daniel P. Donaldson, a Single man**, hereinafter called "Borrower" has become justly indebted to **First State Bank of Blakely**, whose address is Post Office Box 587, Blakely, Georgia 39823, (together with its successors and assign, hereinafter called the "Lender"), in the sum of **Forty Four Thousand, Seven Hundred Twenty One Dollars and 70/100 (\$44,721.70)**.

NOW, THEREFORE, in consideration of the premises and in order to secure (1) the repayment of the indebtedness evidenced by the Note and any renewals or extensions thereof and the interest thereon, (2) the repayment of all other indebtedness now or hereafter owed by any of the above named to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, (3) compliance with all the covenants and stipulations hereinafter contained and (4) the repayment of any future advances, with interest ("Future Advances") made to borrower by Lender pursuant to paragraph 14 of this Mortgage (the foregoing obligations shall be collectively referred to as the "Indebtedness") Borrower hereby grants, bargains, sells and conveys to Lender the following described real estate situated in Shelby County, Alabama being more particularly described on **Exhibit "A"** attached hereto and made a part hereof: together with all rents and other revenues thereof and all rights, privileges, easement, tenements, interests, improvements and appurtenances thereunto belonging or in any way appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Borrower in and to all buildings and improvements, and other equipment or fixtures attached or appertaining to said premises, all of which shall be deemed realty and conveyed by this mortgage. The foregoing is hereinafter referred to as the "Property".

1. **Title.** Borrower is lawfully seized in fee and possessed of the Property and has a good right to convey the same aforesaid, and will warrant and forever defend the title against the lawful claims of all persons whosoever, and that the property is free and clear of all encumbrances, easements and restrictions not herein specially mentioned.

2. **Taxes and Assessments.** Borrower will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon the Property, and should default be made in the payment of same, or any part thereof, Lender may pay the same (but is not obligated to do so).

3. **Hazard Insurance.** Borrower will keep the improvements on the Property continuously insured in such amounts, such manner and with such companies as may be satisfactory to the Lender against loss by fire (including so-called extended coverage), wind, and such other hazards as Lender may specify, with loss, if any, payable to said Lender, and will deposit with Lender policies of such insurance, or, at Lender's election, certificates thereof, and will pay premiums therefore as the same become due. Borrower shall give immediate notice in writing to Lender of any loss or damages to said premises caused by any casualty. If Borrower fails to keep said Property insured as above specified, the Lender may insure said Property (but Lender is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Borrower and Lender, or Lender alone, at Lender's election. The proceeds of such insurance shall be paid by insurer to Lender which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; and proceeds, if collected, to be credited on the indebtedness, less cost of collection or to be used in repairing or reconstructing the premises, as the Lender may elect.

4. **Reimbursement of Expenses.** All amount expended by the Lender for insurance or for the payment of taxes assessments or to discharge prior liens shall become a debt due to Lender, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above and such debt and the interest thereon shall be secured by the lien of the mortgage; and upon failure of

Borrower to reimburse for all amounts so expended, at the election of the Lender and with or without notice to any person, Lender may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.

5. **Preservation of Property.** Borrower shall not commit or permit any waste on the Property, and shall keep the same repaired and at all times maintain the same in as good condition as it is now is, reasonable wear and tear alone excepted.

6. **Non-Waiver.** No delay or failure of the Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Borrower, and the procurement of insurance or payment of taxes or other liens or assessments by the Lender shall not be a waiver of the right to declare the maturity of the indebtedness hereby secured by reason the failure of the Borrower to procure such insurance or to pay such taxes, liens or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Borrower and by the Lender.

7. **Payment of Indebtedness.** Borrower will well and truly pay and discharge every indebtedness hereby secured as shall become due and payable including the note or notes above described, any renewals or extensions thereof, any other notes or obligations of Borrower to Lender whether now or hereafter incurred, and any future advances and loans and any renewals or extensions thereof.

8. **Appointment of Receiver.** After any default on the part of the Borrower, the Lender shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment of any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of the property, with power to lease and control the property and with such other powers as may be deemed necessary and that a reasonable attorney's fee of the unpaid debt after default shall, along with all other expenses and costs, be fixed allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of the property.

9. **Binding Effect.** All of the covenants and agreements of the Borrower herein contained shall extend to and bind their heirs, executors, administrators, successors and assign, and such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Lender shall inure to the benefit of the successors and assigns of the Lender.

10. **Liens of Mechanics or Materialmen.** The debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and content of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based, or if any judgment is recorded so as to create a lien against the property.

11. **Severability.** The provisions of this mortgage and the note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and unenforceability of the other provisions of this mortgage or of the note.

12. **Due on Sale Clause.** If all or any part of the property herein conveyed, or any interest therein, is sold or transferred by Borrower without Lender's prior written consent excluding (a) the creation of a lien or encumbrance of a purchase subordinate to this mortgage, (b) the creation of purchase money security interest in household appliances, (c) a transfer or a devise descent or by operation of law upon the death of a joint tenant or, (d) the grant of any leasehold interest of three years less not containing any option to purchase, Lender may, at its option, declare all the sums secured by this mortgage to immediately be due and payable. Lender shall have waived such option to accelerate, if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this mortgage shall be such rate as Lender shall request.



**13. Hazardous Substance.** Borrower shall not cause or permit the release of any Hazardous Substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is a violation of any environmental law.

Borrower shall promptly give Lender written notice of 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with the environmental laws.

**14. Future Advances.** On the request of the Borrower, the Lender, at the Lender's option prior to release of this mortgage, may make future advancements to the Borrower. The future advancements, with interest, shall be secured by this mortgage when evidenced by promissory notes stating that the notes are secured by this mortgage. At no time shall the principal amount of the indebtedness secured by this mortgage, not including sums advanced in accordance with this mortgage to protect security of this mortgage, exceed the original amount of the note.

**UPON CONDITION, HOWEVER,** that if the Borrower shall well and truly pay and discharge all of the indebtedness hereby secured, including any future advances and loans and any renewals or extensions thereof, as the same shall become due and payable and shall do and perform all covenants and agreements herein agreed to be done according to the tenor and effect hereof, then, and in that event only, this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expensed by Lender under the authority of any of the provisions of this mortgage or should the interest of Lender in the Property become endangered by reason of the enforcement of any lien judgment or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the property be filed by any authority having power of eminent domain, or should there be any breach or violation of any covenant, agreement or obligation contained in the note or this mortgage, or should any law, either federal or state, be passed imposing the imposition of a specific tax upon this mortgage or the debt(s) hereby secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Borrower fail to do and perform any other act or thing herein required or agreed to be done, then in any said events the whole of the indebtedness hereby secured, or any portion or part of same which may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived; and the Lender shall have the right to enter upon and take possession of the property and after or without taking such possession to sell the same before the Courthouse door of the County (or the division thereof) where the Property, or substantial part of the property, is located, at public outcry for cash, after first giving 21 days notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county, and upon the payment of the purchase money to Lender, or auctioneer as attorney in fact for Lender, is authorized to execute and deliver to the purchaser for and in the name of the borrower a good and sufficient deed to the property. The Lender shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes, and other charges, with interest thereon; third, to the payment in full of the indebtedness hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Borrower or to whomsoever then appears of record to be the owner of



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Shelby Cnty Judge of Probate, AL  
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Borrower's interest in the property. The Lender may bid and become the purchaser of the property at any foreclosure sale. The Borrower hereby waives any requirement that the property be sold in separate tracts and agrees that the Lender may, at its option, sell the property en masse regardless of the number of parcels hereby conveyed.

**IN WITNESS WHEREOF**, each of the Borrowers has hereunto set his signature and seal ore has caused this instrument to be executed by its duly authorized officer(s), this 29<sup>th</sup> day of January, 2018.

**BORROWER:**

Daniel P. Donaldson by Joan Gamble  
Daniel P. Donaldson his Attorney-in-Fact  
By: Joan Gamble  
His Attorney-In-Fact

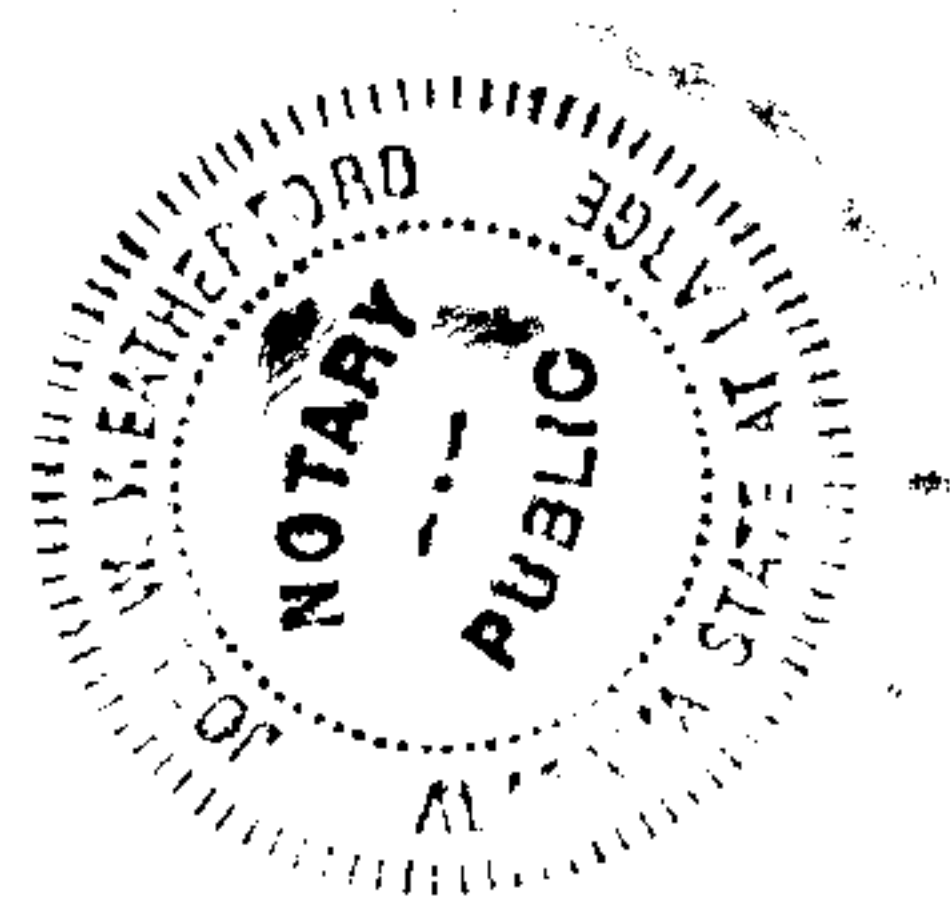
STATE OF ALABAMA     )  
HOUSTON COUNTY     )

I, Joel W. Weatherford, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Joan Gamble as Attorney-In-Fact for Daniel P. Donaldson**, whose name is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day, that she, with full authority in her capacity as such Attorney-In-Fact for Daniel P. Donaldson, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29<sup>th</sup> day of January, 2018.

Joel W. Weatherford  
Notary Public

My Commission Expires: 5-03-21



This instrument prepared by:  
Joel W. Weatherford  
Farmer, Price, Hornsby & Weatherford, LLP  
Post Office Drawer 2228  
Dothan, Alabama 36302  
334-793-2424

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EXHIBIT "A"

A part of Lot 21, Block 1, Birmingham Junction, as recorded in Deed Book 14, Page 239, in the Office of the Judge of Probate of Shelby County, Alabama, particularly described as follows:

Commence at the SW corner of Lot 20, Block 1, Birmingham Junction, as recorded in Deed Book 14, Page 239, in the Probate Office of Shelby County, Alabama, as established by Deed 276, Page 839 and Deed 323, Page 748, Shelby County Alabama and run East along the North right of way line of Birmingham Street for a distance of 200.92 feet to point of beginning; thence left  $87^{\circ}39'$  and run Northerly 175.00 feet; thence right  $87^{\circ}39'$  and run Easterly 88.43 feet; thence right  $92^{\circ}21'$  and run Southerly 175.00 feet to a point of intersection with the North right of way line of Birmingham Street; thence right  $87^{\circ}39'$  and run Westerly 88.43 feet point of beginning, being situated in Shelby County, Alabama.

