

This instrument was prepared by:
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Massey, Stotser, & Nichols P.C.
1780 Gadsden Hwy.
Birmingham, Alabama 35235

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Eagle's Nest Development, LLC, (hereinafter collectively called "Mortgagor") is justly indebted to AJ Homes, Inc., its successors and assigns (hereinafter called "Mortgagee", whether one or more), for the sum of One Hundred Seventy-Nine Thousand and No/100 Dollars (\$179,000.00), as evidenced by a Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein with a final payment due September 9, 2019. The Lender retains the right to extend the term of this Loan for an additional term in its sole and absolute discretion.

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 Mortgagor, does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

See Exhibit A.

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the Mortgagee.

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 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 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 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 when same becomes due, 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 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 the division thereof) where said property is located, at public outcry, to the highest bidder, and apply the proceeds of the sale as follows: 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 encumbrance, 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 therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

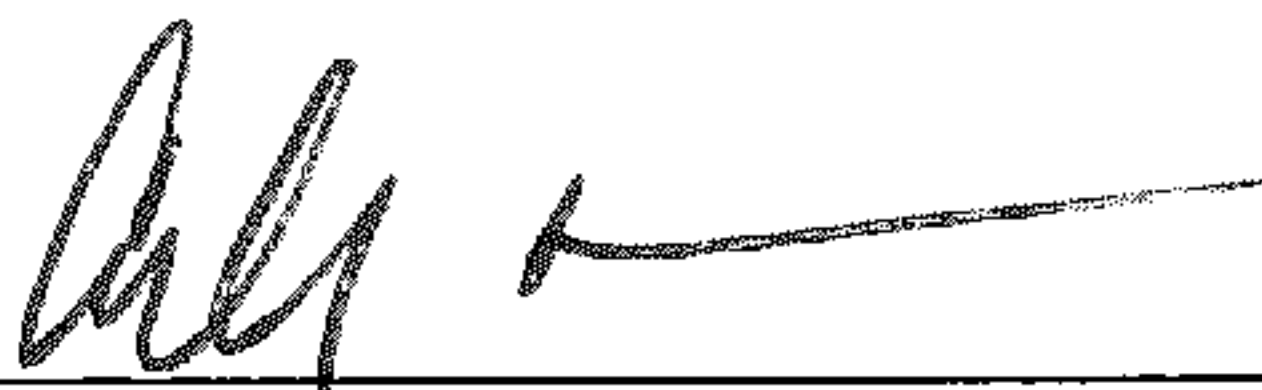
SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the undersigned, George E. Dunn, Jr., and Lee Ann Dunn, have hereunto set their signature and seal, on this the 6th day of September, 2017. 2018 AC

MORTGAGOR:

ATTEST:

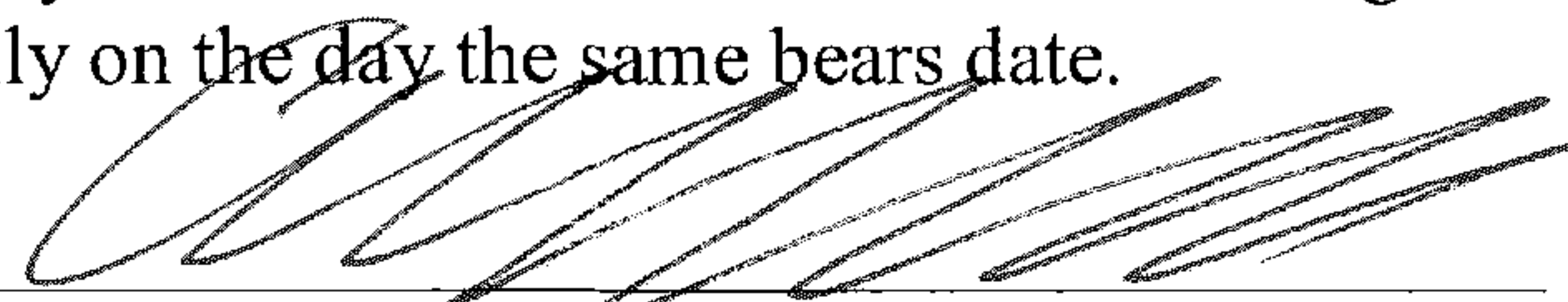
Eagle's Nest Development, LLC

 (SEAL)
Ashley Colburn, Authorized Member

____ (SEAL)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that Ashley Colburn, as Authorized Member of Eagle's Nest Development, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority as the Authorized Member of Eagle's Nest Development, LLC, they executed the same voluntarily on the day the same bears date.


Notary Public
My Commission Expires: 7-31-19

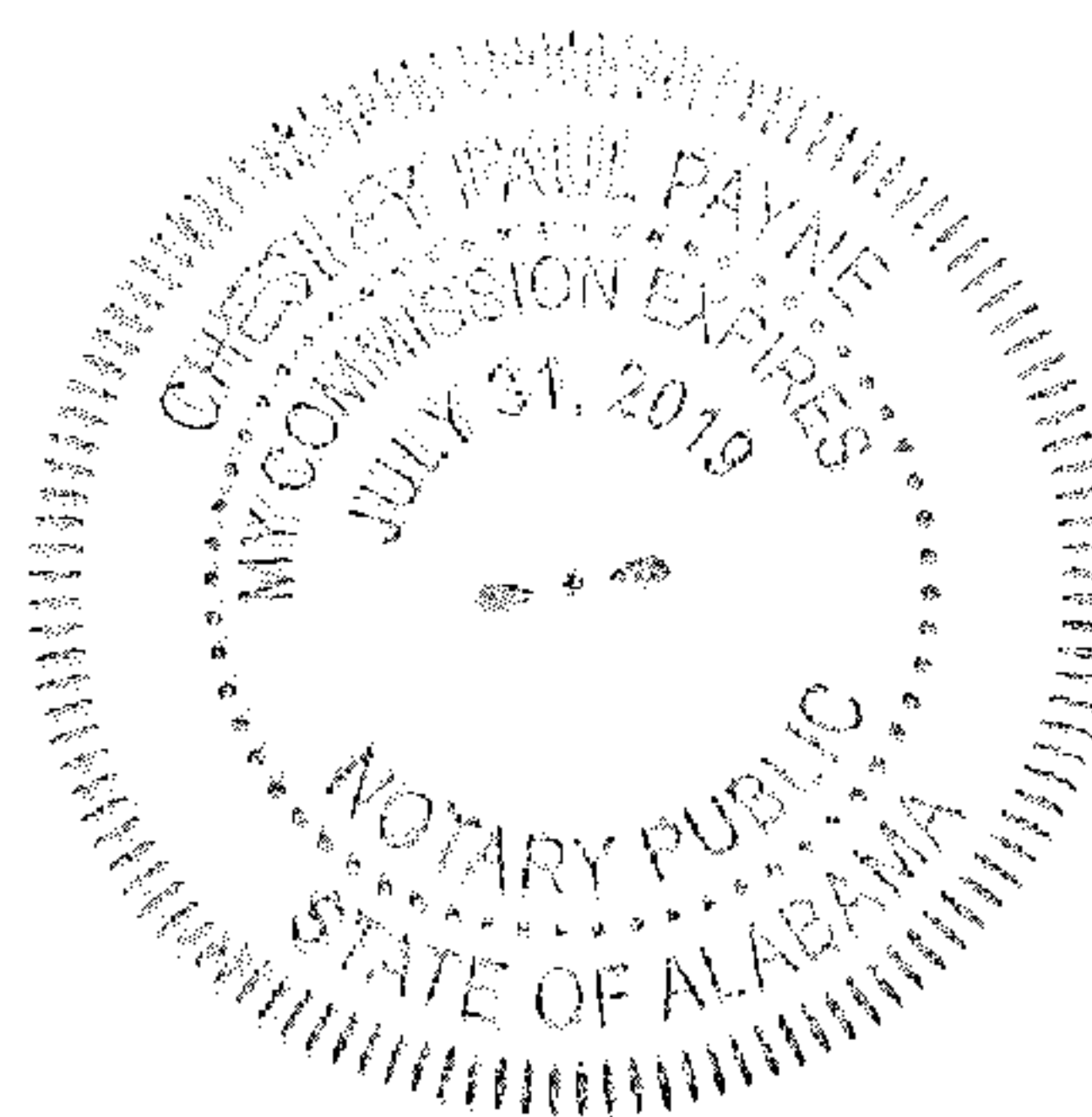


EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Lot 502, according to the Survey of Eagle Point 5th Sector, as recorded in Map Book 18, page 138, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 501, according to the Survey of Eagle Point 5th Sector, as recorded in Map Book 18, page 138, in the Probate Office of Shelby County, Alabama.

Parcel III:

Begin at the NW corner of Lot 501 of Eagle Point, 5th Sector as recorded in Map Book 18, Page 138 in the Office of the Judge of Probate Shelby County, thence run S 89°06'11" E for 1.17'; thence run N 52°21'18" E for 158.77' to the point of beginning of a curve to the left, having a central angle of 38°54'35" and a radius of 200.00'; thence run along the arc of said curve for 115.45'; thence run S 89°06'09" E for 28.54'; thence run S 02°02'35" W for 195.00' to a point on the north line of said Lot 501; thence run N 89°06'11" W for 208.83' to the point of beginning.

Together with a 20' easement being more particularly described as follows:

Begin at the NW corner of Lot 501 of Eagle Point, 5th Sector as recorded in Map Book 18, Page 138 in the Office of the Judge of Probate of Shelby County, thence run S 89°06'11" E for 1.17'; thence run N 52°21'18" E for 40.03'; thence run N 35°18'59" W for 17.51' to a point that is 20 feet East of the East line of Lot 408-A, of a Resurvey of Lot 408, Eagle Point, 4th Sector as recorded in Map Book 19, Page 62, in the Shelby County Probate Office; thence run N 2°02'34" E parallel to and 20' East of said Lot 408-A for 156.62'; thence run S 89°06'11" W for 20.00' to a point on the East line of said Lot 408-A; thence run S 0°02'34" W for 195.00' to the point of beginning.

Parcel IV:

Part of the SW¼ of the NE¼ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said ¼-¼ section run in a Southerly direction along the west line of said ¼-¼ section a distance of 665.65 feet to an existing 3 foot capped corner; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 210.00 feet to an existing ½ foot rebar being the point of beginning; thence continue along last mentioned course for a distance of 227.26 feet to an existing ½ foot rebar; thence turn an angle to the left of 88 degrees 52 minutes 26 seconds and run in a Northerly direction of 229.67 feet to an existing ½ foot rebar; thence turn and angle to the left of 91 degrees 07 minutes 34 second and run in a Westerly direction for a distance of 227.13 feet to an existing ½ foot rebar; thence turn an angle to the left of 88 degrees 50 minutes 29 seconds and run in a Southerly direction for a distance of 229.68 feet, more or less, to the point of beginning.

ALSO:

Part of the SW $\frac{1}{4}$ or the NE $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section run in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 665.65 feet to an existing 3 foot capped corner; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 437.26 feet to an existing $\frac{1}{4}$ foot rebar being the point of beginning; thence continue along last mentioned course for a distance of 227.25 feet to an existing 3 foot capped corner; thence turn an angle to the left of 88 degrees 54 minutes 13 seconds and run in a Northerly direction for a distance of 229.67 feet to an existing $\frac{1}{4}$ foot rebar; thence turn an angle to the left of 91 degrees 05 minutes 47 seconds and run in a westerly direction for a distance of 227.13 feet to an existing $\frac{1}{4}$ foot rebar; thence turn an angle to the left of 88 degrees 52 minutes 26 seconds and run in a Southerly direction for a distance of 229.67 feet, more or less, to the point of beginning.

Less and except the following parcel of land more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 662.38 feet; thence turn 88 degrees 50 minutes 14 seconds right and run Easterly 446.58 feet to the point of beginning of the tract of land herein described; thence turn 51 degrees 23 minutes 55 seconds left and run Northeasterly 137.75 feet; thence turn 37 degrees 30 minutes 19 seconds left and run Northerly 110.55 feet; thence turn 25 degrees 55 minutes 48 seconds right and run Northeasterly 149.00 feet; thence turn 09 degrees 52 minutes 08 seconds right and run northeasterly 118.71 feet to a point; thence turn 144 degrees 10 minutes 07 seconds right and run Southerly 451.92 feet; thence turn 88 degrees 56 minutes 11 seconds right and run westerly 218.75 feet to the point of beginning.

Parcel V:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run in an easterly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 453.72 feet to an existing $\frac{3}{4}$ " rebar; thence turn an angle to the right of 90°46'34" and run in a southerly direction for a distance of 36.00 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the right of 90°35'47" and run in a Westerly direction for a distance of 208.74 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the left of 90°32'03" and run in a southerly direction for a distance of 225.00 feet to an existing $\frac{1}{2}$ " rebar; thence turn an angle to the right of 89°09'42" and run in a westerly direction for a distance of 245.00 feet to an existing rebar being on the west line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence turn an angle to the right of 90° 50'18" and run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 258.00 feet, more or less, to the point of beginning.

ALSO:

Part of the SW 1/4 of the NE 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the northwest corner of said 1/4-1/4 Section run in a southerly direction along the west line of said 1/4-1/4 Section for a distance of 255.00 feet to an existing 1/2" rebar being the point of beginning; thence continue along last mentioned course for a distance of 199.65 feet to an existing 1/2" rebar; thence turn an angle to the left of 91° 09' 31" and run in an easterly direction for a distance of 210.00 feet to an existing 1/2" rebar; thence turn an angle to the left of 88° 50' 29" and run in a northerly direction for a distance of 19.68 feet to an existing 1/2" rebar; thence turn an angle to the right of 88° 50' 29" and run in an easterly direction for a distance of 35.03 feet to an existing 1/2" rebar; thence turn an angle to the left of 88° 50' 29" and run in a northerly direction for a distance of 178.60 feet to an existing 1/2" rebar; thence turn an angle to the left of 90° 50' 18" and run in a westerly direction for a distance of 245.00 feet, more or less, to the point of beginning.

Parcel VI:

Part of the SW 1/4 of the NE 1/4 of section 7, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said 1/4-1/4 Section run in an Easterly direction along the North Line of said 1/4-1/4 Section for a distance of 453.72 feet to an existing 3/4 inch rebar; thence turn an angle to the right of 90 degrees 46 minutes 34 seconds and run in a Southerly direction for a distance of 35.00 feet to an existing 1/2 inch rebar, being the point of beginning; thence turn an angle to the right of 90 degrees 35 minutes 47 seconds and run in a westerly direction for a distance of 208.74 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 90 degrees 32 minutes 03 seconds and run in a Southerly direction for a distance of 404.80 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 91 degrees 09 minutes 31 seconds and run in an Easterly direction for a distance of 419.23 feet to an existing 1/2 inch rebar; thence turn an angle to the left of 88 degrees 54 minutes 13 seconds and run in a Northerly direction for a distance of 222.25 feet to an existing 3/4 inch rebar; thence turn an angle to the left of: 90 degrees 46 minutes 34 seconds and run in a Westerly direction for a distance of 210.00 feet to an existing 3/4 inch rebar; thence turn an angle to the right of 90 degrees 48 minutes 34 seconds and run in a Northerly direction for a distance of 175.00 feet, more or less, to the point of beginning.

Less and Except Lot 210-A, according to the Resurvey of Eagle Point, 5th Sector, as recorded in Map Book 19, Page 98, in the Probate Office of Shelby County, Alabama and Lot 511, according to the Survey of Eagle Point, 5th Sector, as recorded in Map Book 18, Page 138, in the Probate Office of Shelby County, Alabama.

Parcel VII:

A lot situated in The Northwest 1/4 of Southwest 1/4 of Northeast 1/4, Section 7, Township 19 South, Range 1 West, more particularly described as follows: Commencing at the Northeast corner of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 and run thence Southerly along the East line of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet; thence turn an angle of 90 degrees to the right and run thence Westerly and parallel with the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet; thence turn an angle of 90 degrees and run thence Northerly parallel with the East boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet to the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4; thence run Easterly along the North boundary of said Northwest 1/4 of Southwest 1/4 of Northeast 1/4 210 feet to the point of beginning, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/07/2018 11:11:01 AM
\$298.50 JESSICA
20180907000322130

Allen S. Bayl