

20190708000242930 1/2 \$468.00
Shelby Cnty Judge of Probate, AL
07/08/2019 02:29:53 PM FILED/CERT

State of Alabama
County of Jefferson

Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS: That Whereas, FARM FOR HOPE, INC. (hereinafter called "Mortgagor") is justly indebted to CATANESE LAND, L.L.C. an Alabama limited liability company ("hereinafter called "Mortgagee"), in the sum of Three hundred thousand and no/100 dollars (\$300,000.00), evidenced by, Promissory Note of even date.

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, and all others executing this mortgage, does hereby grant, bargain sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to wit:

LOT 1, ACCORDING TO THE SURVEY OF 29 DREAMS, AS RECORDED IN MAP BOOK 28, PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA
THIS IS A PURCHASE MONEY MORTGAGE GIVEN TO SECURE A VENDOR'S LIEN.

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 and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes and 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, lighting and tornado hazards, including within the term "extended coverage" and any other hazards, including but not limited to, earthquakes, floods, wind, and hail for which Mortgagee requires insurance, 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 and properly deliver 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 of collection of same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns in addition 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, 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 pay 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 reasons 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 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 (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of said 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 Courthouse Door of said County (or division thereof) where said real 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 may 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 thereof; 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 its signature, this 3rd day of July, 2019

FARM FOR HOPE, INC.
a not for profit corporation



TOM POWERS
ITS PRESIDENT

State of Alabama
Jefferson County

I, Gene W. Gray, Jr., a Notary Public in and for said County in said State, hereby certify that Tom Powers, whose name as President of FARM FOR HOPE, INC. is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he as said officer of said corporation, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 3rd day of July, 2019.

Notary Public
Commission Expires: 11/09/22

Prepared By:
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