

## MORTGAGE

STATE OF ALABAMA:  
COUNTY OF SHELBY:



20191108000415930 1/3 \$190.50  
Shelby Cnty Judge of Probate, AL  
11/08/2019 11:04:46 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, THIS MORTGAGE, (hereinafter referred to as this "Mortgage") is made and entered into this **6th** day of **November, 2019** by and between **JAMES L. VICKERY and JOAN VICKERY**, husband and wife (hereinafter called "Grantor", whether one or more) are justly indebted to **UNITED COMMUNITY BANK** (hereinafter called "Grantee", whether one or more).

WHEREAS, said Mortgage is given to secure the Guaranty of that certain Promissory Note ("Note") dated the same date as this Mortgage ("Mortgage") by **KIRBY PARTEN, LLC dba Innerlast-** ("Borrower") to the order of Lender in the principal face amount of **ONE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$107,000.00)**; and

WHEREAS, This Mortgage secures the to Grantee: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of Grantor' covenants and agreements under this Mortgage and the Note; and

WHEREAS, Grantor agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Grantor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Grantee the following described real estate, situated in St Clair County, Alabama, to- wit:

ALL THAT PARCEL OF LAND SITUATE IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 9 AND PARCEL OF LAND LAYING WEST OF LOT 9, ACCORDING TO THE SURVEY OF ROYAL OAKS, FOURTH SECTOR, UNIT II, AS SET FORTH IN MAP BOOK 9 PAGE 146, METES AND BOUNDS PROPERTY.

**DUE ON SALE CLAUSE:** If all or any portion of the above described property is sold or transferred without the Grantee' prior written consent, the Grantee may, at their option, require immediate payment in full of all sums secured by this Mortgage. Grantor shall have the right to prepay this mortgage in full without penalty at any time.

**FUTURE ADVANCES:** On the request of the Grantor the Mortgagee, at the Mortgagee's option prior to release of this Mortgage, may make Future Advances to the Grantor. The Future Advances, 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 the security of this Mortgage, exceed the original amount of the Note.

**SECOND MORTGAGE RECITAL:** This is a second mortgage subordinate to a first Mortgage from James L. Vickery and Joan Vickery to Wells Fargo Bank in the amount of \$180,000.00, dated May 15, 2015, filed for record May 27, 2015, and recorded in Instrument No. 20150527000174090, in the Probate Office of Shelby County, Alabama..

TO HAVE AND TO HOLD the above granted property unto the said Grantee, Grantee's successors, heirs, and assigns forever and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Grantee may at Grantee's option pay off the same; and to further secure said indebtedness, Grantor agree 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 Grantee with loss, if any, payable to said Grantee, as Grantee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Grantee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Grantee, then the said Grantee, or assigns, may at Grantee's option insure said property for said sum, for Grantee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Grantee for taxes, assessments or insurance, shall become a debt to said Grantee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the legal rate of interest from date of payment by said Grantee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Grantor pay said indebtedness, and reimburses said Grantee or assigns for any amounts Grantee 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 Grantee 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 said Grantee 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 said Grantee, 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 Grantee, 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 the said Grantor and undersigned further agree that said Grantee, 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 said Grantee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured. Grantor hereby waive as to any items secured or that may be secured by this instrument, the benefit of any exemptions under the constitution or the laws of the State of Alabama or of



any other state or of the United States, as to homestead exemption and any other personal property or real property exemptions.

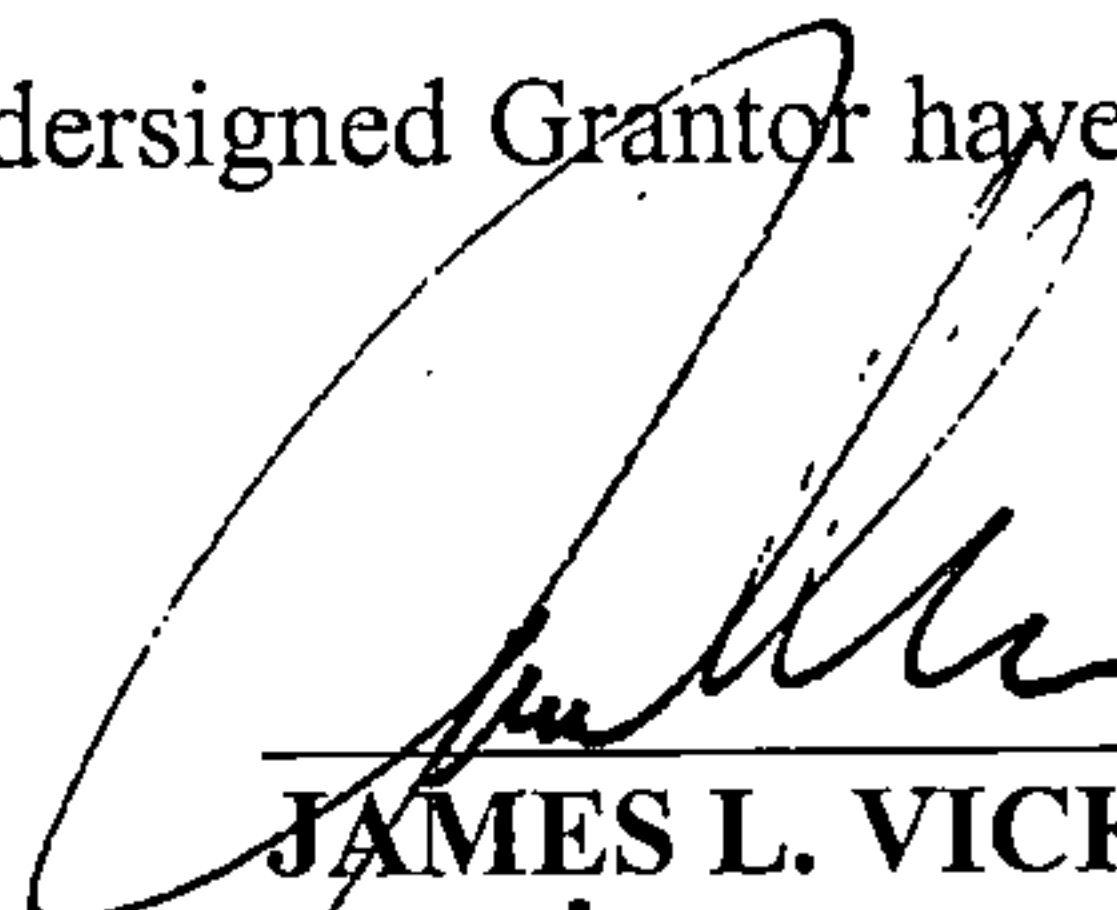
Small Business Administration Loan. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Document, then under SBA regulations:

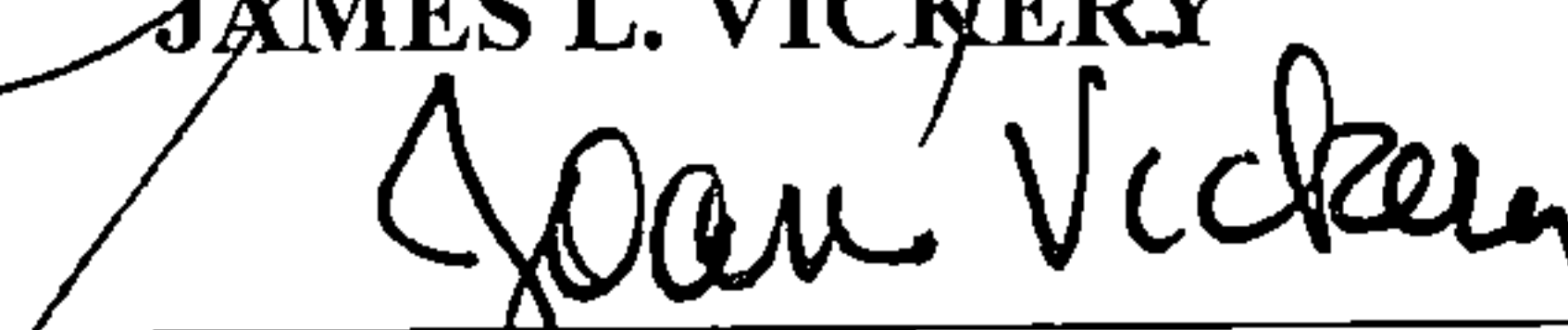
a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor or Guarantor may claim or asset against SBA any local or state law to deny any obligation of Grantor, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the undersigned Grantor have hereunto set their signatures and seals, this 6th day of November, 2019.

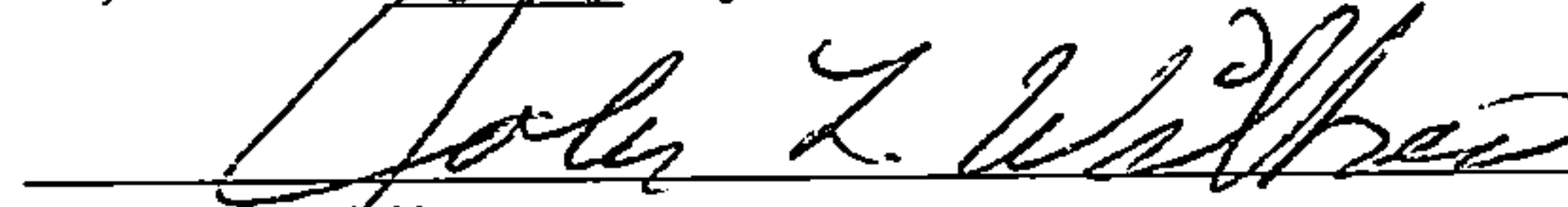
  
\_\_\_\_\_  
JAMES L. VICKERY (SEAL)

  
\_\_\_\_\_  
JOAN VICKERY (SEAL)

STATE OF ALABAMA  
COUNTY OF Tefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES L. VICKERY and JOAN VICKERY whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of November, 2019.

  
\_\_\_\_\_  
Notary Public [SEAL]  
My Commission Expires: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**  
Gregg E. Litchfield  
Haynie Litchfield & White, PC  
222 Washington Ave.  
Marietta, GA 30060

