20041115000625050 Pg 1/3 46.10
Shelby Cnty Judge of Probate,AL
11/15/2004 10:38:00 FILED/CERTIFIED

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Frank C. Ellis, III, LLC, an Alabama limited liability company; and
S K Properties, LLC, an Alabama limited liability company

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Frank C. Ellis, III

(hereinafter called "Mortgagee", whether one or more),

in the sum of NINETEEN THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS AND 10/100 DOLLARS ($19,363.10) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Frank C. Ellis, III, LLC, an Alabama limited liability company; and
S K Properties, LLC, an Alabama limited liability company

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

A part of SE 1/4 of SE 1/4 of Section 23, Township 21 South, Range 1 West, more particularly described as follows: Commencing at the SE corner of said SE 1/4 of SE 1/4 of said Section 23, Township 21 South, Range 1 West and run West along the South line of said forty acres a distance of 889 feet, more or less, to the West line of Lester Street in Town of Columbiana, Alabama, said point being the point of beginning of lot herein described; thence run in a northerly direction along the West line of Lester Street a distance of 240 feet; thence run westerly direction and parallel with South line of said forty acres a distance of 185 feet; thence run in a southerly direction and parallel with West line of Lester Street a distance of 240 feet to the South line of said SE 1/4 of SE 14 of Section 23, Township 21, Range 1 West; thence East along said South line of said forty acres a distance of 185 feet to point of beginning.

Said property is warranted free from all incumbrances 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, 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 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, 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 the 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 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 at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance 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 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 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 incumbrances, 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 therefor; 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

Frank C. Ellis, III, LLC, an Alabama limited liability company; and
S K Properties, LLC, an Alabama limited liability company

Have hereunto set her signature and seal, this 5TH day of November, 2004.

FRANK C. ELLIS, III, LLC

by: Frank C. Ellis, III, its member

S K PROPERTIES, LLC

by: Shannon Kilgore, its member

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STATE OF ALABAMA
SHELBY COUNTY

I, Janet F. Parson, a Notary Public in and for said County, in said State, hereby certify that

Frank C. Ellis, III,

whose name as member of Frank C. Ellis, III, LLC, 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 the conveyance she executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company..

Given under my hand and official seal this 5TH day of November, 2004.

Janet F. Parson

Notary Public
My commission expires: 10-16-08

STATE OF ALABAMA
SHELBY COUNTY

I, Janet F. Parson, a Notary Public in and for said County, in said State, hereby certify that

Shannon Kilgore

whose name as member of S K Properties,, LLC, 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 the conveyance she executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company..

Given under my hand and official seal this 5TH day of November, 2004.

Janet F. Parson

Notary Public
My commission expires: 10-16-08