20051013000534920 1/3 $152.00
Shelby Cnty Judge of Probate, AL
10/13/2005 02:59:39PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Christopher R. Smitherman
Attorney at Law
725 West Street
Post Office Box 261
Montevallo, Alabama 35115
(205) 665-4357

STATE OF ALABAMA)
)
SHELBY COUNTY)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Lovelady Properties, L.L.C., an Alabama Limited Liability Company, hereinafter called "**Mortgagor**," is justly indebted to **Sherman Holland, Jr., a married man**, hereinafter called "**Mortgagee**," in the principal sum of **Ninety Thousand & 00/100 Dollars ($90,000.00)** together with interest at Eight (8%) percent as evidenced by a promissory note bearing even date herewith and payable in 1 installment of **Ninety-Seven Thousand Two Hundred & 00/100** ($ 97,200.00) due on or before the 7th day of October, 2006.

NOW, in order to secure the prompt payment of said note, when due, the Mortgagor for and consideration of the premises, and for other good and valuable consideration received, to the Mortgagor by the Mortgagee, does hereby GRANT, BARGAIN, SELL AND CONVEY to the Mortgagee of the following described real estate situatec in **Shelby County, Alabama**, to wit:

See attached legal description marked as Exhibit "A".

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Mortgagee forever. And the Mortgagor does hereby covenant with the Mortgagee, and the heirs and assigns of the Mortgagee, that the Mortgagor, is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Mortgagor shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due and all other amounts which may become due hereunder when such become due then this conveyance shall become null and void. But should the Mortgagor fail to pay said note, or any installment thereof when due or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Mortgagee. However, failure of the Mortgagee to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the Mortgagor, the Mortgagee or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Mortgagee shall first pay all expenses incident thereto, together with reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Mortgagee for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Mortgagor. In the event of such sale, the Mortgagee, or successors, assigns, agents or attorneys of the Mortgagee, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and

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directed to make and execute a deed to the purchaser at such sale in the name of the Mortgagor.

It is also agreed that in case the Mortgagee, or the heirs, successors or assigns of the Mortgagor, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Mortgagor will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Mortgagee, all of which shall be and constitute a part of the debt hereby secured.

The Mortgagor specially waives all exemptions which Mortgagor now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Mortgagor reserves unto the Mortgagor, and the heirs, successors and assigns of the Mortgagor the right of possession of the said property until after a foreclosure sale has been effected according to the terms of the conveyance.

The Mortgagor agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Mortgagor fail to pay any taxes or assessments before they become delinquent, then the Mortgagee is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Mortgagor fail to pay any taxes or assessments, as hereinabove provided, and should the Mortgagee pay the same, then the Mortgagor shall be deemed to have materially breached the terms of this instrument if the Mortgagor fails to reimburse the Mortgagee for the same plus interest at the rate specified hereinabove within ten (10) days after the Mortgagee gives the Mortgagor written demand by first class mail of the amounts due.

Mortgagor reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage with seal affixed on the 7th day of October, 2005.

MORTGAGOR

Lovelady Properties, L.L.C.
By: Grady Scott Lovelady
Its: Member and Authorized Agent

STATE OF ALABAMA)
)
SHELBY COUNTY)

ACKNOWLEDGMENT

I, Elizabeth S. Smitherman, a Notary Public for the State at Large, hereby certify that the above posted name, *Grady Scott Lovelady as Member and Authorized Agent for Lovelady Properties, L.L.C.,an Limited Liability Company* is signed in the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 7th day of October, 2005.

NOTARY PUBLIC
My Commission Expires: **My commission expires September 1, 2008**

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SCHEDULE A CONTINUED
LEGAL DESCRIPTION

Commence at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East and proceed South 89 degrees 57 minutes West a distance of 1350.0 feet; thence North 1 degree 45 minutes East a distance of 341.33 feet; thence South 89 degrees 57 minutes West 248.18 feet; thence North 4 degrees 03 minutes West 139.1 feet; thence North 33 degrees 00 minutes West 549.5 feet; thence North 72 degrees 03 minutes West 371.3 feet; thence North 3 degrees 33 minutes West 501.6 feet to the POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; thence North 84 degrees 07 minutes East 336.8 feet; thence South 4 degrees 20 minutes West 127.0 feet; thence North 89 degrees 47 minutes East 136.7 feet; thence North 7 degrees 51 minutes West 160.7 feet; thence North 25 degrees 29 minutes East 186.6 feet; thence North 56 degrees 18 minutes East 227.1 feet; thence North 33 degrees 25 minutes East 183.4 feet; thence North 9 degrees 50 minutes West 111.9 feet; thence North 11 degrees 00 minutes West 172.01 feet to the South right of way line of Alabama Highway 25; thence along the South line of said highway right of way North 86 degrees 56 minutes West 230.0 feet; thence North 85 degrees 48 minutes West 592.0 feet and North 71 degrees 43 minutes West 517.0 feet; thence run South 43 degrees 00 minutes East 267.0 feet; thence South 52 degrees 48 minutes East 277.8 feet; thence South 33 degrees 03 minutes East 210.0 feet; thence South 3 degrees 33 minutes East 475.6 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT HEREFROM THE STRIP OF LAND SOLD TO THE STATE OF ALABAMA, RECORDED IN REAL BOOK 369, PAGE 896, PROBATE OFFICE, SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT that portion sold to the City of Montevallo Water Works and subject to easement for water line, the same being described as follows:
Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 2, Township 24 North, Range 12 East and run South 88 degrees 00 minutes West along the South line of said forty a distance of 461.21 feet; thence South 18 degrees 47 minutes East a distance of 20.65 feet to the point of beginning, being the Southeast corner of the lot herein conveyed; thence North 87 degrees 30 minutes West a distance of 100.00 feet; thence North 2 degrees 30 minutes East a distance of 100.00 feet; thence South 87 degrees 30 minutes East a distance of 100.00 feet; thence South 2 degrees 30 minutes West a distance of 100.0 feet to the point of beginning; located in the Southwest Quarter of Northwest Quarter and Northwest Quarter of Southwest Quarter, Section 2, Township 24 North, Range 12 East, Shelby County, Alabama.

Said easement is described as being an easement 10 feet wide, 5 feet on each side of a centerline described as beginning at the Northeast corner of the lot above described and run North 7 degrees 00 minutes East a distance of 126.69 feet to the South right of way of Highway No. 25; and also an extension of the above described easement beginning at a point 5 feet East of the Northeast corner of the above described water tank lot and extending South 7 degrees 00 minutes to an intersection with the East side of said lot; thence North 2 degrees 00 minutes East to the Northeast corner of said lot; thence East 5 feet to the point of beginning.