

This instrument was prepared by

(Name) Bill E. Knowles  
(Address) 1209 Co. Rd 264  
Clanton AL 35046

*Jefferson Land Title Services Co. Inc.*

210 21ST NORTH N. P. O. BOX 18001 • TELEPHONE (205) 321-1000  
BIRMINGHAM, ALABAMA 35201

**MORTGAGE**

STATE OF ALABAMA

Shelby COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Johnny Holcombe

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

Bill F. Knowles



20110819000246160 1/3 \$55.50  
Shelby Cnty Judge of Probate, AL  
08/19/2011 03:42:02 PM FILED/CERT

(hereinafter called "Mortgagee", whether one or more), in the sum

of Twenty-five thousand & no/100 (\$25,000) Dollars  
(\$25,000.00), evidenced by

Note due and payable in full on Oct 1, 2011.

And Whereas, Mortgagors 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 Mortgagors,

Johnny Holcombe

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:

See attached legal.

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 Mortgagee 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

have hereunto set my signature my and seal, this 19 day of August, 2011

(SEAL)
(Handwritten signature) (SEAL)
(SEAL)
(SEAL)

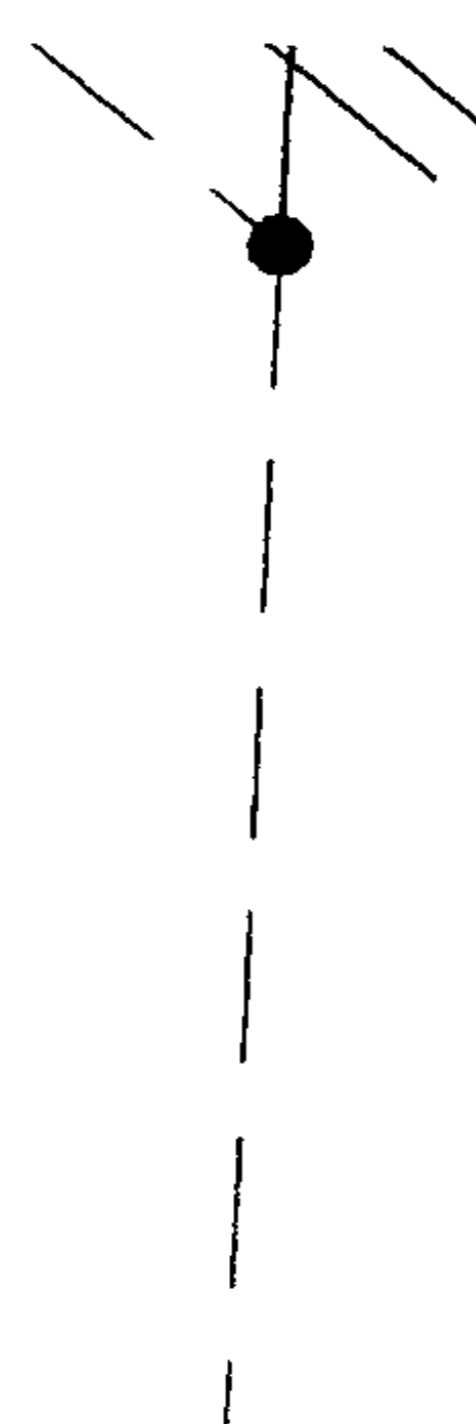
THE STATE of Shelby COUNTY }
I, Sue S. Hope, a Notary Public in and for said County, in said State,
hereby certify that Johnny Holcombe
whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 19th day of August, 2011
Notary Public.

THE STATE of Shelby COUNTY }
I, Sue S. Hope, a Notary Public in and for said County, in said State,
hereby certify that Johnny Holcombe of Harpersville, AL
whose name as a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.
Given under my hand and official seal, this the 19 day of August, 2011
Sue S. Hope Notary Public
June 22, 2013

Return to:
TO
MORTGAGE DEED

20110819000246160 2/3 \$55.50
Shelby Cnty Judge of Probate, AL
08/19/2011 03:42:02 PM FILED/CERT

Recording Fee \$
Deed Tax \$
This form furnished by
Jefferson Land Title Service Co., Inc.
BIRMINGHAM, ALABAMA
AGENTS FOR
Mississippi Valley Title Insurance Company



10/10/10  
PARCEL 1

BEGIN at the NW Corner of above said Section, Township and Range, said point being the POINT OF BEGINNING; thence N89°49'31"E, a distance of 481.06' to a point on the Southwesterly R.O.W. line of US Highway 280; thence S52°39'59"E and along said R.O.W. line, a distance of 1,867.96'; thence S37°14'31"W and leaving said R.O.W. line, a distance of 419.55'; thence S51°59'37"E, a distance of 553.17'; thence S01°53'35"W, a distance of 742.65'; thence S89°30'35"W, a distance of 809.39'; thence S00°21'30"W, a distance of 120.00'; thence N87°56'14"W, a distance of 1,314.48'; thence N00°00'00"E, a distance of 2,627.84' to the POINT OF BEGINNING.

Said Parcel containing 100.59 acres, more or less.

20110819000246160 3/3 \$\$\$ 50  
Shelby Cnty Judge of Probate, AL  
08/19/2011 03:42:02 PM FILED/CERT

