

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:

PURCHASE MONEY MORTGAGE


20111004000294370 1/4 \$48.00
Shelby Cnty Judge of Probate, AL
10/04/2011 01:44:30 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned David Bass and Kathy I. Bass, husband and wife, are justly indebted to Frank Corley Ellis, III in the sum of Eighteen Thousand and NO/100 Dollars (\$18,000.00) (the “Indebtedness”) evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned David Bass and wife, Kathy I. Bass (hereafter, the “Mortgagors”), do hereby grant, bargain, sell and convey unto the said Frank Corley Ellis, III (hereinafter, the “Mortgagee”), the following described real property (the “Property”) situated in Shelby County, Alabama, to-wit:

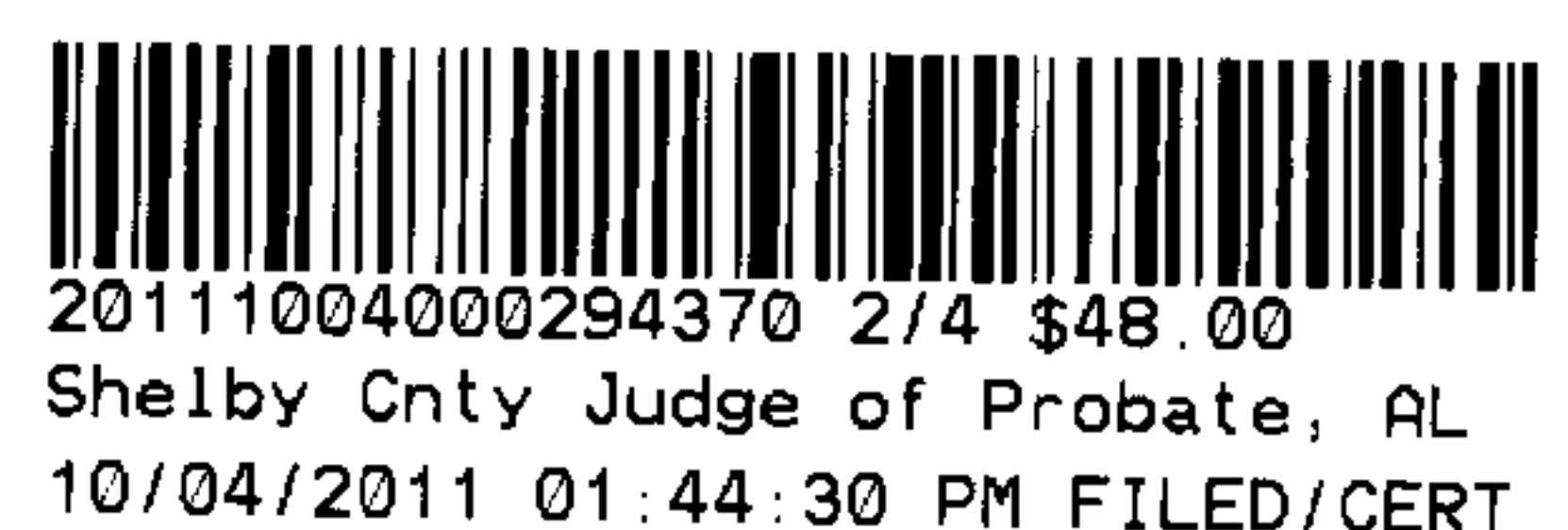
See attached Exhibit “A” for Legal Description.

Subject to taxes for 2012 and subsequent years.
The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall

be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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.

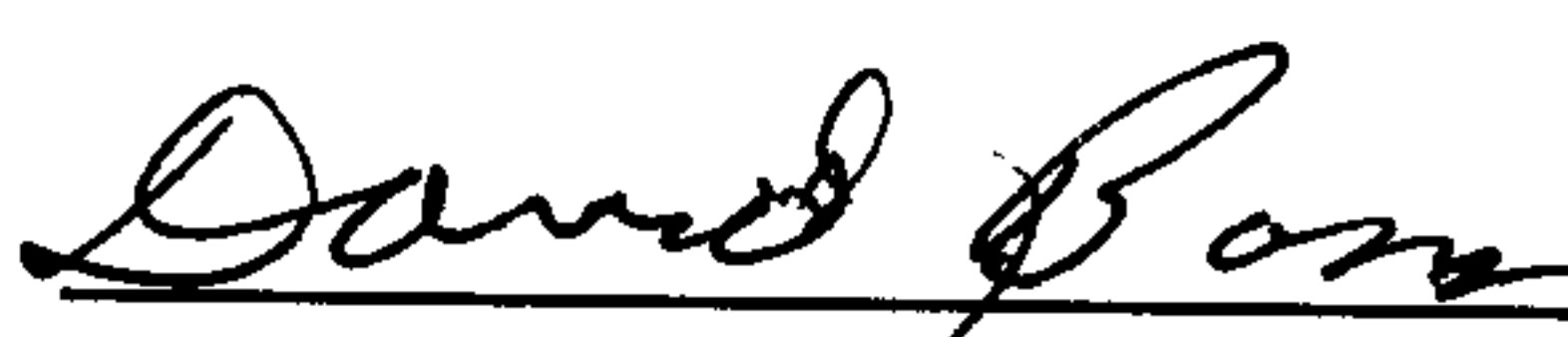
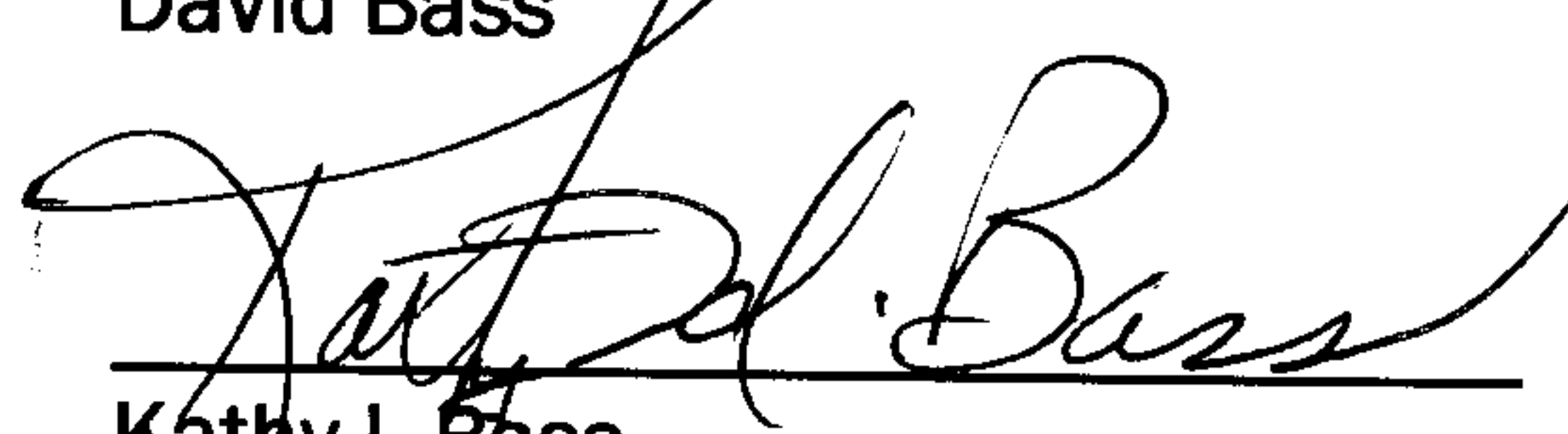


It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned David Bass and wife, Kathy I. Bass, have hereunto set their signature and seal, this 3rd day of October, 2011.

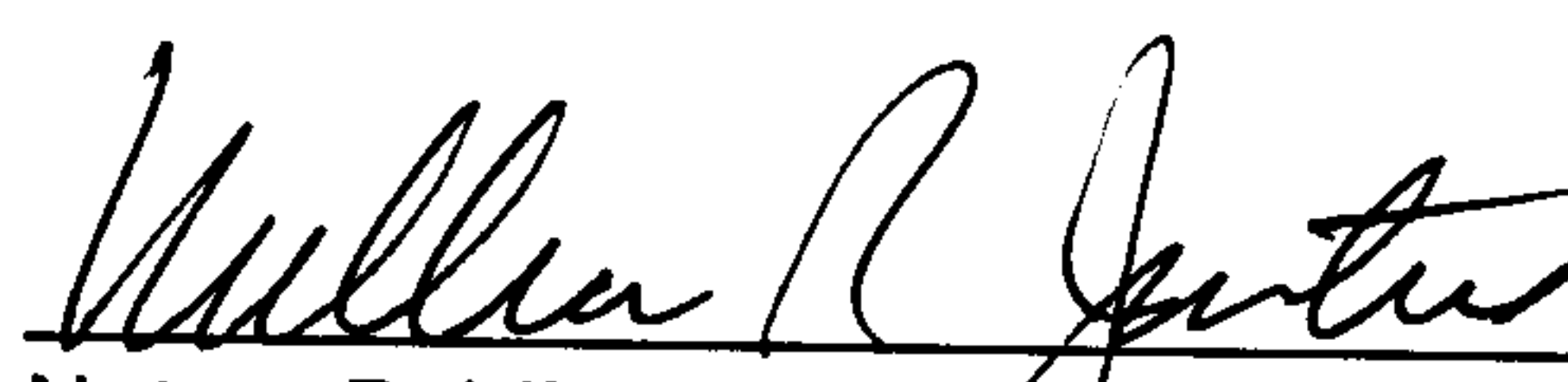
WITNESS:


David Bass

Kathy I. Bass

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that David Bass and Kathy I. Bass, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of October, 2011.


Notary Public

My Commission Expires: 9/12/15



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West, being the same land described in deed to Timothy Allen and Tracy E. Billingsley, recorded in Instrument #1997-49310, of the Real Property records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Beginning at a $\frac{1}{2}$ -inch rebar, found at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence South 88 degrees 54 minutes 07 seconds West along the South line of said Sixteenth Section, a distance of 603.23 feet to a $\frac{1}{2}$ -inch rebar found on the East line of Triple Springs, 2nd Sector, as recorded in Map Book 6, at Page 155; thence along the East line of said subdivision the following courses and distances: North 11 degrees 53 minute 38 seconds East a distance of 12.61 feet to a $\frac{1}{2}$ -inch rebar found; North 50 degrees 15 minutes 22 seconds West a distance of 110.33 feet to a $\frac{1}{2}$ -inch rebar found; North 80 degrees 28 minutes 11 seconds West a distance of 19.99 feet to a $\frac{1}{2}$ -inch rebar set; North 00 degrees 55 minutes 48 seconds East a distance of 162.50 feet to a $\frac{1}{2}$ -inch rebar set on the South right of way of Dogwood Drive; thence 89 degrees 04 minutes 12 seconds East along said right of way a distance of 50.00 feet to a $\frac{1}{2}$ -inch rebar set; thence 89 degrees 04 minutes 12 seconds East a distance of 210.78 feet to a $\frac{1}{2}$ -inch rebar set on the Southeast corner of the Tim Billingsley 1 acre home lot; thence North 04 degrees 59 minutes 14 seconds East a distance of 204.88 feet to a $\frac{1}{2}$ -inch rebar set on the Northeast corner of the Tim Billingsley 1 acre home lot; thence South 88 degrees 46 minutes 23 seconds East a distance of 420.70 feet to a $\frac{1}{2}$ -inch rebar set on the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25; thence South 00 degrees 26 minutes 20 seconds East a distance of 427.98 feet to the point of beginning, in the Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.


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