


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

  
20111006000298250 1/4 \$186.00  
Shelby Cnty Judge of Probate, AL  
10/06/2011 02:27:09 PM FILED/CERT

# MORTGAGE

**STATE OF ALABAMA  
COUNTY SHELBY**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**SixSeven Investments, LLC**

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

**Thomas Mark Humber**

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

in the sum of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees 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,

**SixSeven Investments, LLC**

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


SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

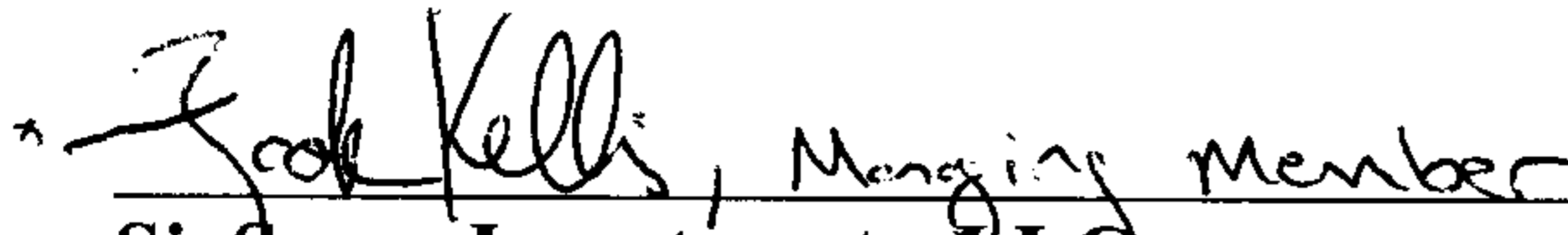
**To Have And To Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and 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 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 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 of Shelby and State of Alabama, 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 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 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.

  
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N WITNESS WHEREOF the undersigned, **SixSeven Investments, LLC**, have hereunto set their signatures and seals, this 3<sup>rd</sup> day of October 2011.

  
\_\_\_\_\_  
**SixSeven Investments, LLC**  
By: Zack Kellis, Managing Member

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that

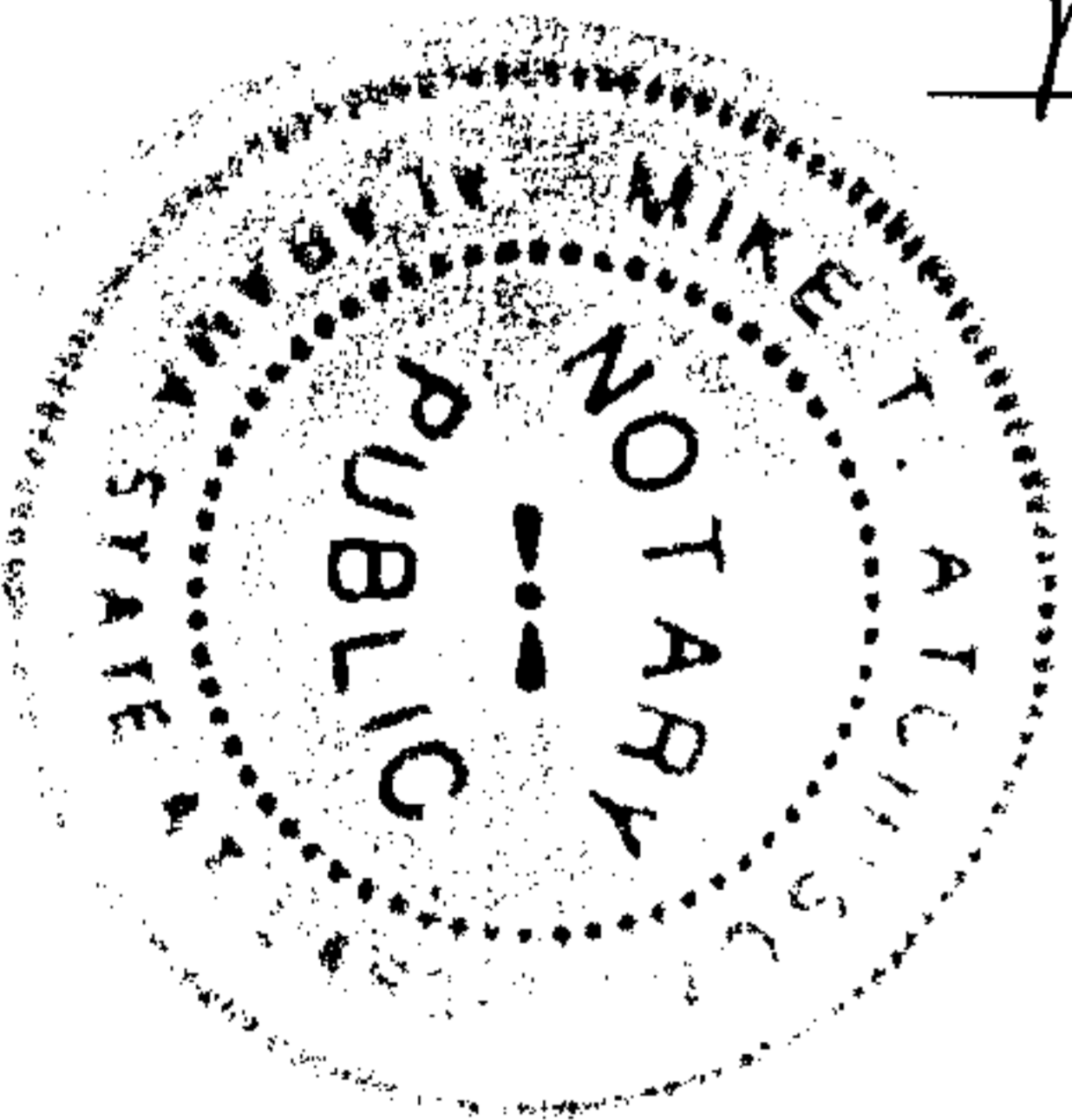
**Zack Kellis as Managing Member of SixSeven Investments, LLC**


whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of October, 2011.

  
\_\_\_\_\_

Notary Public  
My commission expires: 10-16-12



  
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## EXHIBIT A

Commence at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 7, Township 21 South, Range 1 East, Shelby County, Alabama; run thence North 88 degrees 54 minutes 13 seconds West along the South line of said quarter-quarter section for 365.57 feet; run thence North 41 degrees 28 minutes 13 seconds East for 95.52 feet; run thence North 32 degrees 28 minutes 18 seconds East for 101.94 feet; run thence North 20 degrees 23 minutes East for 248.10 feet to the point of beginning; continue North 20 degrees 23 minutes East for 196.79 feet; run thence North 77 degrees 17 minutes 06 seconds West for 245.19 feet to the East right of way of Alabama Highway No. 25; run thence in a southerly direction along said East right of way and a curve to the left having a radius of 2770.88 feet for an arc distance of 209.66 feet (said arc having a chord bearing of South 12 degrees 12 minutes 25 seconds West); run thence South 81 degrees 07 minutes 30 seconds East for 217.56 feet to the point of beginning. Situated in Section 7, Township 21 South, Range 1 East, Shelby County, Alabama. According to survey of Joe E. McKinley, RLS #12362, dated May 20, 1992.

