

This instrument prepared by:

Marcus L. Hunt
2803 Greystone Commercial Blvd.
Birmingham, Al. 35242

MORTGAGE

State of Alabama

County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That whereas, David H. Sharp, a married man (hereinafter called "Mortgagors", whether one or more) are justly indebted to Harry F. Walls, III, a married man and Nancy G. Walls, an unmarried woman

(hereinafter called "Mortgagee", whether one or more), in the sum of One hundred sixty-two thousand five hundred twenty-eight and 50/100 (\$ 162,528.50)

evidenced by a real estate mortgage note executed simultaneously herewith.

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 David H. Sharp, a married man

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 Exhibit A for legal description incorporated herein for all purposes.

Subject to: All easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the purchase price of the property herein conveyed to mortgagor simultaneously herewith.

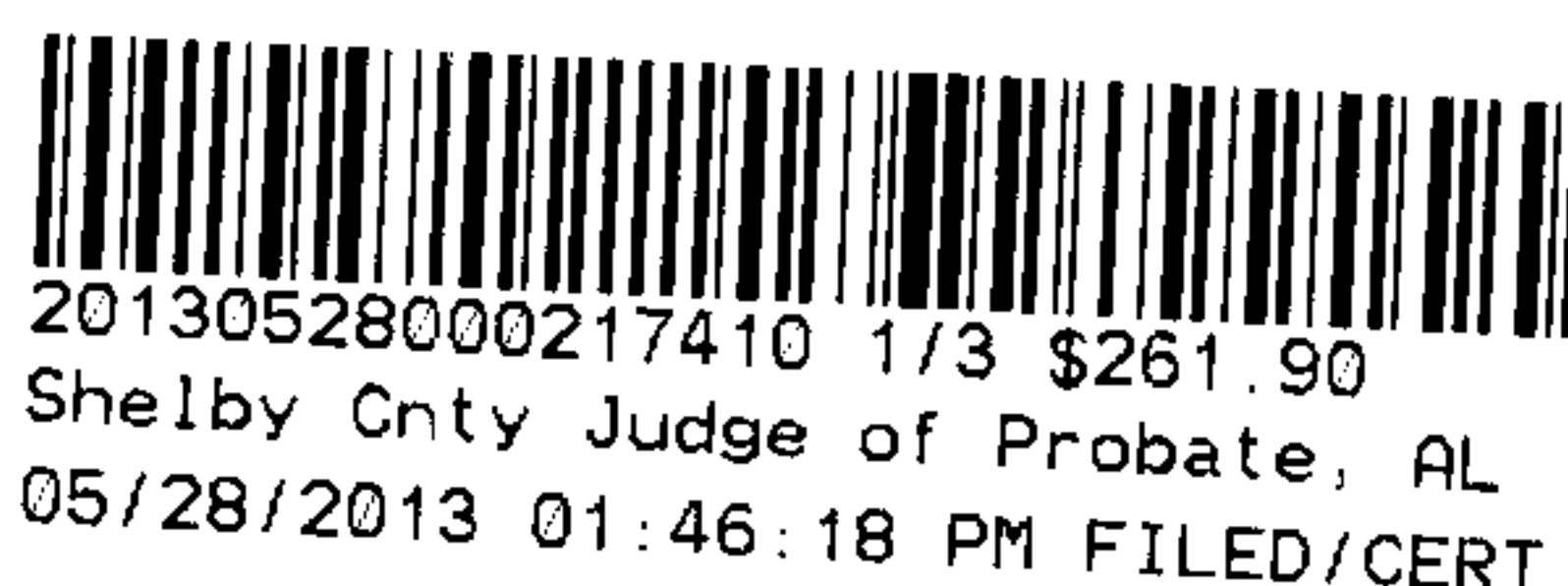
Mortgagor is a married man, however, the property described herein is not the homestead of the mortgagor or his spouse.

Mortgage may not be assumed without the prior written consent of the Mortgagees.

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, lightening, 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 cases 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 Courthouse 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 David H. Sharp, a married man
_____ have hereunto set his
signature and seal, this the 21 day of May, 2013, _____.

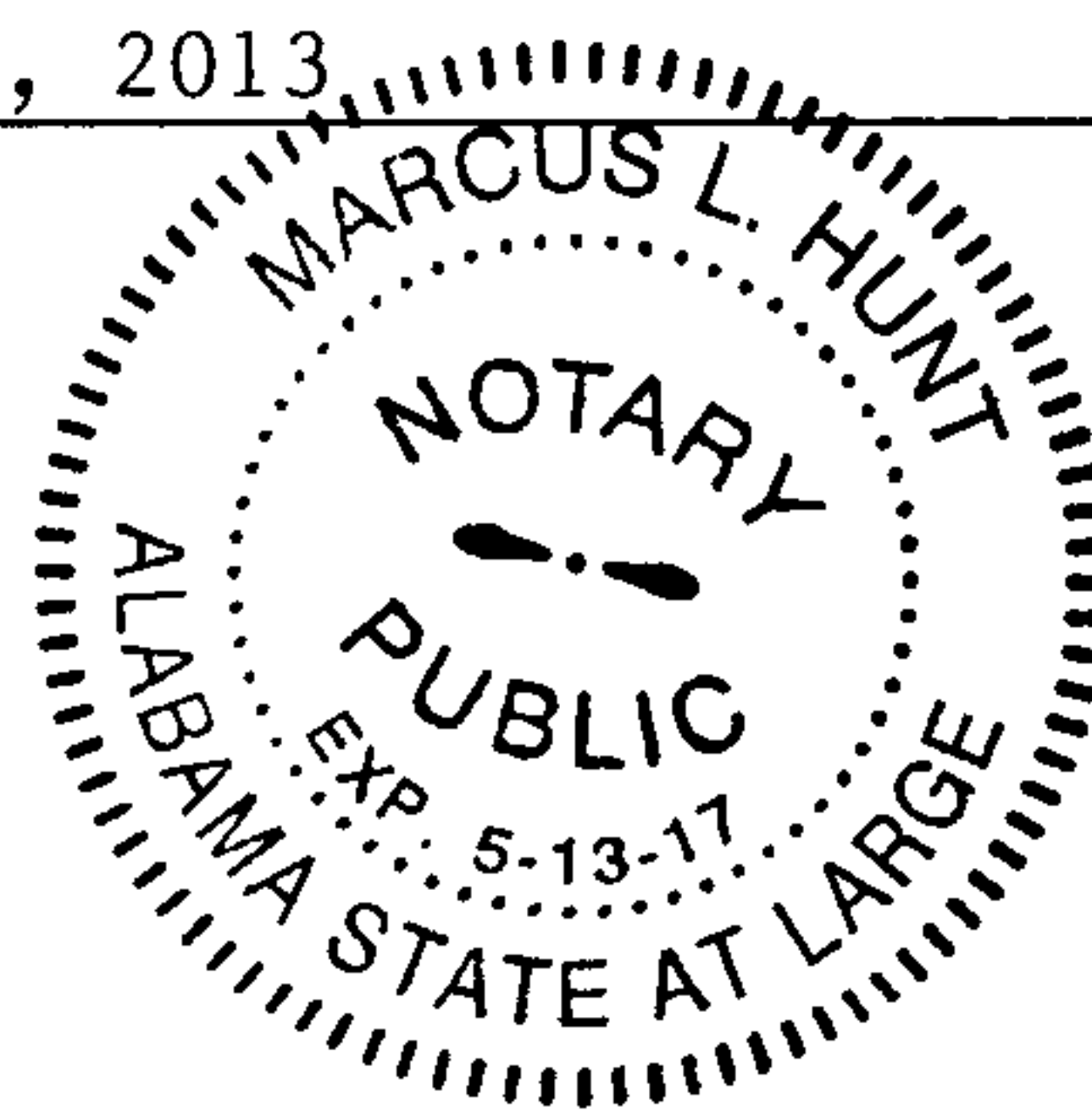
David H. Sharp
DAVID H. SHARP

State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that
David H. Sharp, a married man 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 has executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of May, 2013, _____.

Marcus L. Hunt
NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/13/17



State of _____
County of _____

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that
_____, whose name as _____ of
_____, 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 _____ 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 ____ day of _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

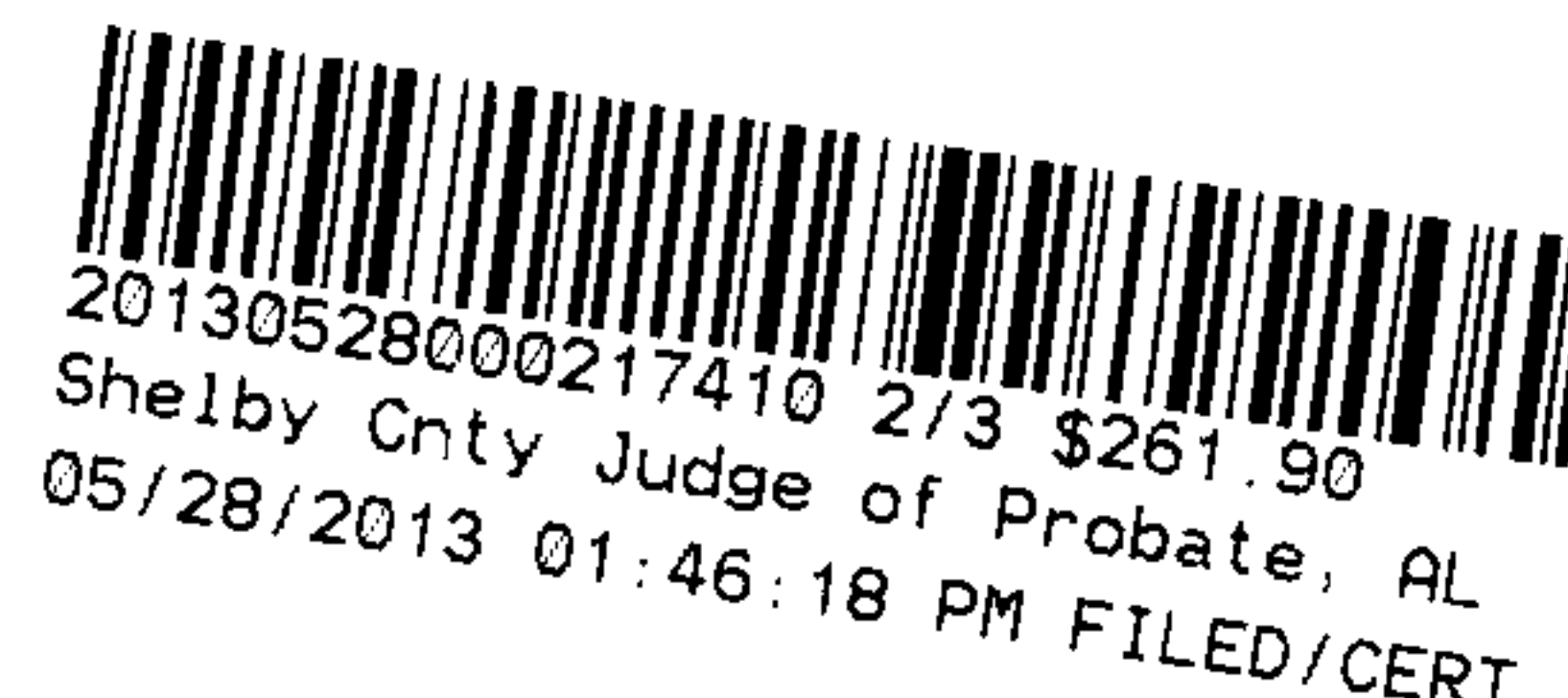


EXHIBIT "A"
LEGAL DESCRIPTION

From the Southeast corner of Section 26, Township 19 South, Range 2 East, Shelby County, Alabama, proceed North 0 degrees 35 minutes 18 seconds East along the East boundary of said Section 26 and along or near the Center of a County Paved Road for a distance of 1420.63 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING continue North 0 degrees 35 minutes 18 seconds East along said East boundary for a distance of 1222.62 feet to the Northeast corner of the SE 1/4 of said Section 26; thence proceed along the North boundary of said SE 1/4 of said Section 26 North 89 degrees 36 minutes 47 seconds West 2647.34 feet to a point on an accepted fence line; thence continue along said fence line South 0 degrees 28 minutes 56 seconds West 1318.97 feet; thence continue along fence line South 89 degrees 48 minutes 23 seconds East 935.55 feet; thence continue along fence line South 89 degrees 56 minutes 03 seconds East 1109.03 feet; thence continue along fence line North 0 degrees 45 minutes 52 seconds East 98.05 feet; thence South 88 degrees 33 minutes 26 seconds east and along said fence 600.13 feet, back to the POINT OF BEGINNING.

ALSO:

From the Northeast corner of the NE 1/4- SE 1/4 of Section 26, Township 19 South, Range 2 East, Shelby County, Alabama, proceed North 89 degrees 36 minutes 47 seconds West along the North boundary of said NE 1/4 - SE 1/4 for a distance of 987.25 feet to a point in the center of a County paved road, said point being the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed South 59 degrees 07 minutes 53 seconds East along the Center of said road for 39.16 feet; thence South 84 degrees 27 minutes 14 seconds West 193.21 feet; thence North 89 degrees 36 minutes 18 seconds West 134.76 feet; thence South 78 degrees 05 minutes 00 seconds West 723.82 feet; thence South 0 degrees 28 minutes 55 seconds West 600.00 feet; thence South 25 degrees 06 minutes 21 seconds West 576.31 feet to a point on an accepted fence line; thence North 89 degrees 48 minutes 23 seconds West along said fence line for 419.90 feet to a point at a fence corner; thence North 0 degrees 28 minutes 56 seconds East along said fence line for 1318.97 feet to a point on the North boundary of the NW 1/4 - SE 1/4 of the aforementioned Section 26; thence South 89 degrees 36 minutes 47 seconds East along the North boundary of the North one - half of the SE 1/4 of said Section 26 for 1660.08 feet, back to the POINT OF BEGINNING.


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Shelby Cnty Judge of Probate, AL
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