

This Document Prepared By:

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MORTGAGE



20130816000334150 1/4 \$293.00
Shelby Cnty Judge of Probate, AL
08/16/2013 10:37:57 AM FILED/CERT

WHEREAS, R. Scott Ricks and Jennifer W. Ricks, Husband and Wife, (hereinafter called "Mortgagors," whether one or more) are justly indebted to Robert E. McClendon, (hereinafter called "Mortgagee," whether one or more), in the sum of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00), evidenced by a promissory note of even date herewith and payable according to the terms of said note

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 premise, said Mortgagors, 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"

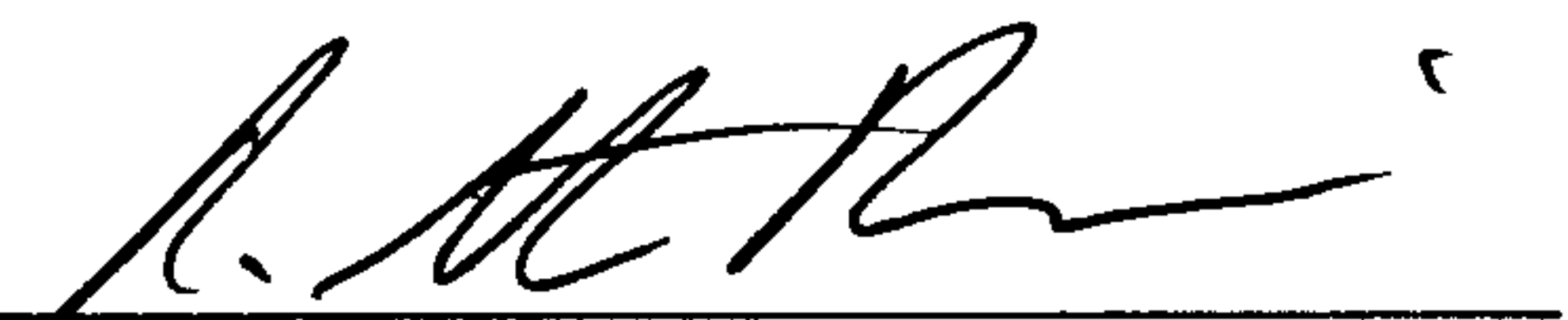
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

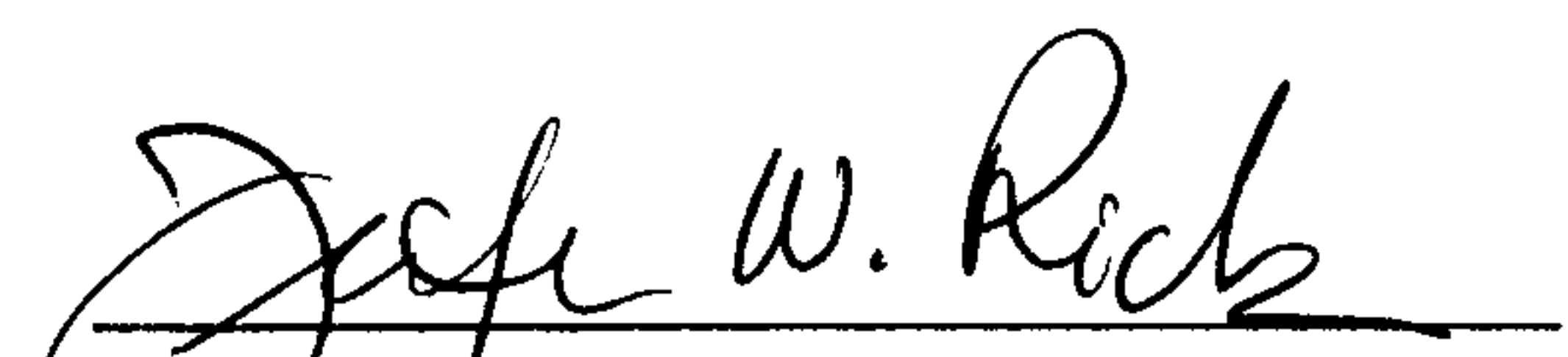
TO HAVE AND TO HOLD the above property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default 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 failed 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 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 secure, 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 (21) days' notice, by publishing once a week for three consecutive weeks, the time, the place, and terms of sale, by publication in a newspaper of general circulation in said County and State, sell the same in lots or parcel or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse of said County, 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 have fully matured at the date of said sale, but no interest shall be collected beyond the date of the 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 be the same so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the 5th day of August, 2013.


R. Scott Ricks


Jennifer W. Ricks


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STATE OF GEORGIA)

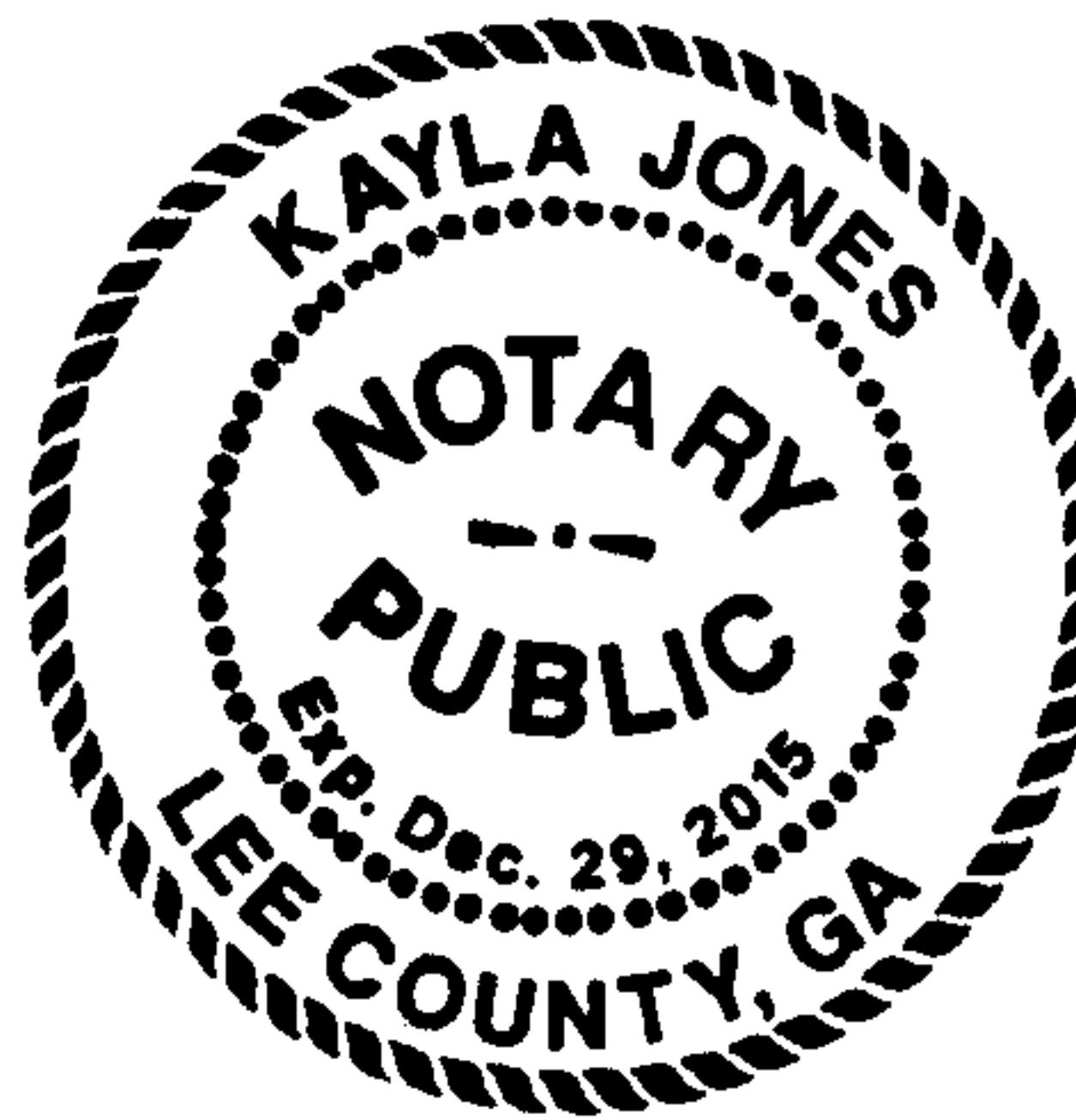
COUNTY OF DOUGHERTY)

On this 5th day of August, 2013, I the undersigned, a Notary Public in and for said county and in said state, hereby certify that R. Scott Ricks and Jennifer W. Ricks whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office, this 5th day of August, 2013.

My Commission expires: 12/29/15

Kayla Jones
Notary Public



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EXHIBIT "A" - LEGAL DESCRIPTION

Lot 22, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, page 89 A, B & C, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11/6/1990, and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").



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