

MORTGAGE DEED


20131001000393620 1/3 \$99.50
Shelby Cnty Judge of Probate, AL
10/01/2013 02:33:53 PM FILED/CERT

THIS MORTGAGE DEED (the "Mortgage") is made and entered on September 01, 2013 by and between Tracy Clark Taylor & Glenna D. Taylor, (the "Mortgagor") of 1539 Highway 201, Calera, Alabama 35040 and Dennis R. Larkins, (the "Mortgagee") of 4608 Summit Cove, Hoover, Alabama 35226 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$53,000.00 together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 1555 Highway 201, in the City of Calera, County of Shelby, in the State of Alabama, with the following legal description:

BEG SE COR W1/2 SE1/4 SE1/4 & N ROW RD TH W112.82 NE274.68 ELY67.68
SE62.19 SW249.80 TH W 10.45 TO POB

PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein,

the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

Mortgagor Signature:

DATED: 8/30/13

Tracy Clark Taylor Glenna D. Taylor
Tracy Clark Taylor & Glenna D. Taylor

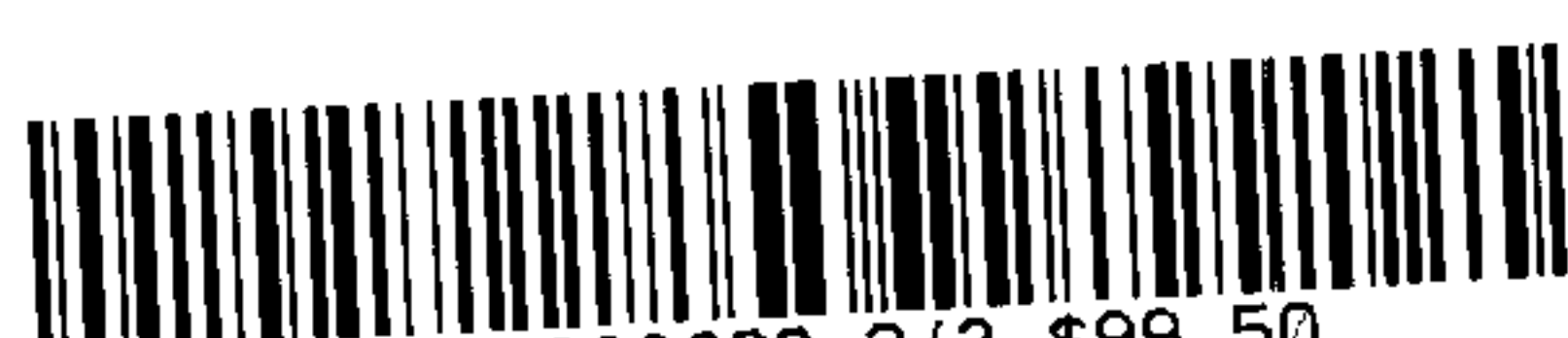
STATE OF ALABAMA, COUNTY OF SHELBY, ss:

On this 30th day of August, 2013, before me,
Tracy Clark Taylor & Glenna D. Taylor personally appeared Tracy Clark Taylor & Glenna D. Taylor, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public

Commissioner
Title (and Rank)


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My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 20, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Mortgagee Signature:

DATED: 8/30/13

Dennis R. Larkins
Dennis R. Larkins

STATE OF ALABAMA, COUNTY OF SHELBY, ss:

On this 30th day of August, 2013, before me,
Dennis R. Larkins, personally appeared Dennis R. Larkins, known to me
(or satisfactorily proven) to be the persons whose names are subscribed to the within instrument
and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.

[Signature]
Notary Public

Loan Officer
Title (and Rank)

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 20, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by:
Dennis R. Larkins
4608 Summit Cove
Hoover, AL 35226
Phone: (205) 365-4485


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