



20130829000950930 1/6  
 Bk: LR201317 Pg:19083  
 Jefferson County, Alabama  
 I certify this instrument filed on:  
 08/29/2013 12:48:01 PM MTG  
 Judge of Probate- Alan L. King

STATE OF ALABAMA )  
 COUNTY OF JEFFERSON )

**MORTGAGE**

**THIS INDENTURE** is made and entered into this 19<sup>th</sup> day of FEBRUARY 2013, by and between, an **KELLEY PETTUS RHEA**, an Alabama corporation (hereinafter referred to as “Mortgagor”, whether one or more) and **SILVERTRON ONE PROPERTIES, LLC**, an Alabama limited liability company, (hereinafter referred to as “Mortgagee”).

**WHEREAS**, Mortgagor is indebted to Mortgagee in the amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars as evidenced by that certain Lease dated October 10, 2008.

**NOW, THEREFORE**, in consideration of the premises, and to secure the payment of the debt evidenced by said Lease and any and all extensions and renewals thereof, and (the aggregate amount of such debt including any advances, extensions and renewals and the interest thereon, is hereinafter collectively called “debt”) and the compliance with all of the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Jefferson County, Alabama, (said real estate being hereinafter called “real estate”):

**Lot 210, according to the survey of Wyndham Wilkerson Sector, Phase II, as recorded in Map Book 23, Page 117. In the Probate Office of Shelby County, Alabama.**

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the real estate, all of which shall be deemed real estate and conveyed by this Mortgage.

To have and to hold the real estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the real estate and has a good right to sell and convey the real estate as aforesaid; that the real estate is free of all encumbrances subject to that certain first Mortgage to Regions Bank, and the Mortgagor will warrant and forever defend the title to the real estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this Mortgage (hereinafter jointly referred to as “liens”), and if default is made in the payment of the liens, or any part thereof, the Mortgagee, at his option, may pay the same; (2) keep the real estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its’ interest may appear. Such insurance in an amount to be sufficient to cover the debt. The original insurance policy and all replacements therefore, shall be delivered to and held by the Mortgagee until the debt is paid in full.



20131024000420230 1/6 \$179.00  
 Shelby Cnty Judge of Probate, AL  
 10/24/2013 09:44:45 AM FILED/CERT

The Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the debt each and every policy of hazard insurance now hereafter in effect which insure said improvements, or any part thereof, together with all of the right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums.

The Mortgagor agrees to take good care of the real estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear accepted.

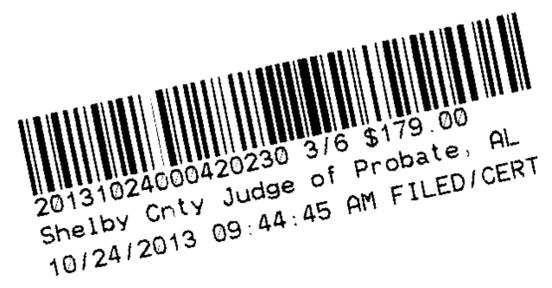
Notwithstanding any other provision of this Mortgage or the Lease evidencing the debt, if the real estate, or any part thereof, or any interest therein, is sold, conveyed or transferred, without the Mortgagee's prior written consent, Mortgagee may, at his option, declare the debt immediately due and payable; and the Mortgagee may, in his sole discretion, require the payment of a higher rate of interest on the unpaid principal portion of the debt as a condition to not exercising such option to accelerate the debt. Mortgagor agrees that Mortgagee may, if the Mortgagee desires, to accelerate the debt or escalate the rate of interest payable on the debt for the purpose of (1) obtaining a higher rate of interest on the debt or (2) protecting the security of this Mortgage.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its' officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or proper legal proceeding being commenced with the foreclosure of this Mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the real estate, with power to lease and control the real estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the debt (which debt includes the indebtedness evidenced by the Lease referred to hereinabove and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of liens, insurance premiums, and sums due under any prior mortgage, and interest thereon, and fulfills of its' obligations under this Mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this Mortgage; (4) the debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the real estate becomes endangered by reason of the

enforcement of any prior lien or encumbrance thereon, (6) any statement of lien is filed against the real estate, or part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or non-existence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this Mortgage or the debt or permitting or authorizing the deduction of any such tax from the principal or interest of the debt, or by virtue of which any tax, lien or assessment upon the real estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the real estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting a material allegation of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any mortgagor or of the real estate or of all or a substantial part of the assets of any Mortgagor, then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the debt (which includes principal and accrued interest) shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the Mortgagee shall be authorized to take possession of the real estate and, after giving twenty-one (21) days notice of the time, place and terms of sale by publication once a week for three (3) consecutive weeks in some newspaper published in the county in which the real estate is located, to sell the real estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the real estate and foreclosing this Mortgage, including reasonable attorneys' fees; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the debt (which includes principal and accrued interest) 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 paid to the party or parties appearing of record to be the owner of the real estate at the time of the sale, after deducting the costs of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the real estate if the highest bidder therefore. At the foreclosure sale the real estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner as the Mortgagee may elect.



The Mortgagor agrees to pay all costs, including reasonable attorneys' fees incurred by the Mortgagee in collecting or securing or attempting to collect or secure the debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the real estate, subject to and excepting that certain first Mortgage to Regions Bank; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of Mortgagor, a deed to the real estate.

Plural or singular words used herein the designate the undesigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall enure to the benefit of the Mortgagee's successors and assigns.

**IN WITNESS WHEREOF**, the undersigned Mortgagor has executed this instrument on the first above written.

**(Signatures on Following Pages)**

  
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Shelby Cnty Judge of Probate, AL  
10/24/2013 09:44:45 AM FILED/CERT

**MORTGAGEE**

**SILVERTRON ONE PROPERTIES, LLC**

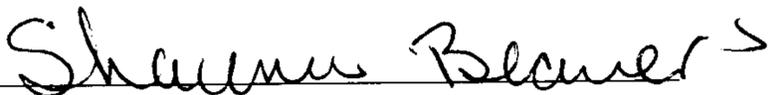


**By: Chris Boehm**  
**Its: Administrative Member**

STATE OF ALABAMA §  
JEFFERSON COUNTY §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that **CHRIS BOEHM** as the Administrative Member of **SILVERTRON ONE PROPERTIES, LLC**, whose name is signed to the foregoing instrument as such corporate officer, and who is known to me, acknowledge before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily, and with full authority as such corporate officer, on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 19 day of February, 2013.

  
Notary Public  
My commission expires: \_\_\_\_\_

**My Commission Expires 9-7-2015**



20131024000420230 5/6 \$179.00  
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**MORTGAGOR**

Kelley Pettus Rhea  
Kelley Pettus Rhea, individually  
ACA Kelly Rhea Harris

STATE OF ALABAMA §  
JEFFERSON COUNTY §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that **KELLEY PETTUS RHEA**, whose name is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 19 day of February, 2013.

Shauna Beamer  
Notary Public  
My commission expires: \_\_\_\_\_

**My Commission Expires 9-7-2015**

  
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20130829000950930 6/6  
**Bk: LR201317 Pg:19083**  
**Jefferson County, Alabama**  
08/29/2013 12:48:01 PM MTG  
Fee - \$31.00  
Mortgage Tax -\$150.00  
Total of Fees and Taxes-\$181.00  
KGILDER